



भारत का राजपत्र The Gazette of India

साप्ताहिक/WEEKLY

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 13] नई दिल्ली, शनिवार, मार्च 30—अप्रैल 5, 2013 (चैत्र 9, 1935)

No. 13] NEW DELHI, SATURDAY, MARCH 30—APRIL 5, 2013 (CHAITRA 9, 1935)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
(Separate paging is given to this Part in order that it may be filed as a separate compilation)

भाग IV [PART IV]

[गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं]
[Advertisements and Notices issued by Private Individuals and Private Bodies]

NOTICE

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BY ORDER
Controller of Publication

CHANGE OF NAME

I, GAURAV GUPTA son of Sh. OM PARKASH GUPTA, employed as Deputy Manager in the Maruti Suzuki India Ltd., residing at G-8/26, Sector-11, Rohini, Delhi-110085, have changed the name of my minor son DAKSH GUPTA aged 1 year and 9 months and he shall hereafter be known as ARYAN GUPTA.

It is certified that I have complied with other legal requirements in this connection.

GAURAV GUPTA
[Signature of Guardian]

I, hitherto known as SWINKY daughter of Sh. VED PRAKASH SACHDEVA, employed as Auditor in the office of the Director General of Audit, Central Expenditure, I. P. Estate, New Delhi-110002, residing at B-134, WZ-110, Tihar Village, Opp. Subhash Nagar, New Delhi-110018, have changed my name and shall hereafter be known as SWINKY SACHDEVA.

It is certified that I have complied with other legal requirements in this connection.

SWINKY
[Signature (in existing old name)]

I,INDERJEET SINGH GAMBHIR son of Late JAWAHAR SINGH GAMBHIR, as Self-employed (Business) at 4/2592, Beadon Pura, Karol Bagh, New Delhi-110005, residing at 13A/6(A), W. E. A. Channa Market, Karol Bagh, New Delhi-110005, have changed the name of my minor son ANANT GAMBHIR aged 15 (Fifteen) years and he shall hereafter be known as ANANT SINGH GAMBHIR.

It is certified that I have complied with other legal requirements in this connection.

INDERJEET SINGH GAMBHIR
[Signature of Guardian]

I, hitherto known as LALIT KUMAR RAY son of Late RAM CHARITRA YADAV, employed as post of applicant Business in the C-692, New Seemapuri, Delhi-95, Office/Company/Organization name Lalit Nath Watch Co., residing at D-62, New Seemapuri, have changed my name and shall hereafter be known as LALIT KUMAR.

It is certified that I have complied with other legal requirements in this connection.

LALIT KUMAR RAY
[Signature (in existing old name)]

I, hitherto known as SUMANDEEP KAUR SIDHU wife of Sh. KULWANT SINGH, a Housewife, residing at Village & Post Office Bholath Garbi, Distt. Kapurthala, have changed my name and shall hereafter be known as SOMA RANI.

It is certified that I have complied with other legal requirements in this connection.

SUMANDEEP KAUR SIDHU
[Signature (in existing old name)]

I, hitherto known as HARINDER SINGH BAHRA son of S. GIAN SINGH, residing at F-180, Second Floor, Vishnu Garden, P.O. Tilak Nagar, New Delhi-110018, have changed my name and shall hereafter be known as HARINDER SINGH.

It is certified that I have complied with other legal requirements in this connection.

HARINDER SINGH BAHRA
[Signature (in existing old name)]

I, hitherto known as SUNIL KUMAR SHARMA son of Sh. PRABHATI LAL SHARMA, residing at 1058/31, Laxman Vihar, Gali No. 1F, Phase-I, Gurgaon, hereby affirm that SUNIL KUMAR, P. SUNIL KUMAR & SUNIL KUMAR SHARMA are name of the same person & I shall henceforth be known as SUNIL KUMAR SHARMA for all purposes.

It is certified that I have complied with other legal requirements in this connection.

SUNIL KUMAR SHARMA
[Signature (in existing old name)]

I, hitherto known as ABHISHEK DASGUPTA son of Mr. SAMIR DASGUPTA, employed in Private Sector, residing at A-181, Ground Floor, Inder Puri, New Delhi-110012, have changed my name and shall hereafter be known as ABHISHEK SAMIR DASSGUPTA.

It is certified that I have complied with other legal requirements in this connection.

ABHISHEK DASGUPTA
[Signature (in existing old name)]

I, MANISH GAMBHIR son of Sh. A. D. GAMBHIR, employed as Manager (F&A) in the National Fertilizer Limited, residing at II-F-79, Lajpat Nagar-2, New Delhi-110024, have changed the name of my minor daughter VIDITA GAMBHIR aged 9 (Nine) years and she shall hereafter be known as KSHIRJA GAMBHIR.

It is certified that I have complied with other legal requirements in this connection.

MANISH GAMBHIR
[Signature of Guardian]

I, hitherto known as SUKHBIR SINGH son of Sh. AMRIT LAL, employed as Junior Warrant Officer in the Indian Air Force, residing at C-2, New Wellington Camp Race Course, New Delhi-03, have changed my name and shall hereafter be known as SUKHBIR SINGH KAUSHIK.

It is certified that I have complied with other legal requirements in this connection.

SUKHBIR SINGH
[Signature (in existing old name)]

I, hitherto known as SADU MAHADEO KAMBLE son of Sh. MAHADEO BHAU KAMBLE, employed as Foreman D, in the BARC/RED Trombay, Mumbai-85, residing at B-11, Indraprasta Anushaktinagar Mumbai-94, have changed my name and shall hereafter be known as SADASHIV MAHADEO KAMBLE.

It is certified that I have complied with other legal requirements in this connection.

SADU MAHADEO KAMBLE
[Signature (in existing old name)]

I, hitherto known as VINOD KUMAR SHARMA son of Sh. VED PRAKASH SHARMA, a Businessman, residing at 1/5299, Street No. 11, Balbir Nagar Extn., Shahdara, Delhi-110032, have changed my name and shall hereafter be known as VINOD VATS.

It is certified that I have complied with other legal requirements in this connection.

VINOD KUMAR SHARMA
[Signature (in existing old name)]

I, hitherto known as SURENDRA son of Sh. UMA SHANKAR, studied in SOL Delhi University, residing at E-247, Street No.-8, Subhash Vihar, Bhajanpura, Delhi-110053, have changed my name and shall hereafter be known as SIDDHARTH SHARMA.

It is certified that I have complied with other legal requirements in this connection.

SURENDRA
[Signature (in existing old name)]

I, hitherto known as SHIKHAN SHARMA son of Sh. KARAN VIR SHARMA, residing at D-33, Preet Vihar, New Delhi-110092, have changed my name and shall hereafter be known as SHIKKHAN K. SHARMA.

It is certified that I have complied with other legal requirements in this connection.

SHIKHAN SHARMA
[Signature (in existing old name)]

I, hitherto known as NIRMALA BHARUNT daughter of Lt. GULAB CHAND BHARUNT wife of Sh. ANKUR SETHIA, residing at G-6, IInd Floor, Mansarover Garden, New Delhi-110015, have changed my name and shall hereafter be known as NIRMALA SETHIA.

It is certified that I have complied with other legal requirements in this connection.

NIRMALA BHARUNT
[Signature (in existing old name)]

I, hitherto known as PHILIP MASSEY son of Sh. C. MASSEY, employed as retired from Delhi Administration in the Office/Company/Organization name Lt. Governor Office, residing at B-4/69B, LIG Flats, Ashok Vihar, Phase-II, Delhi-110052, have changed my name and shall hereafter be known as PHILIP SOLOMON.

It is certified that I have complied with other legal requirements in this connection.

PHILIP MASSEY
[Signature (in existing old name)]

I, hitherto known as NISHANT MASSEY son of Sh. PHILIP SOLOMON, employed as Assistant in Personnel Department in the Office/Compnay/Organization name Ambedkar University Govt. of NCT of Delhi, residing at B-4/69B, LIG Flats, Ashok Vihar, Phase-II, Delhi-110052, have changed my name and shall hereafter be known as NISHANT SOLOMON.

It is certified that I have complied with other legal requirements in this connection.

NISHANT MASSEY
[Signature (in existing old name)]

I, hitherto known as PROMILA MASSEY wife of Sh. PHILIP SOLOMON, a Housewife, residing at B-4/69B,

LIG Flats, Ashok Vihar, Phase-II, Delhi-110052, have changed my name and shall hereafter be known as PROMILA SOLOMON.

It is certified that I have complied with other legal requirements in this connection.

PROMILA MASSEY
[Signature (in existing old name)]

I, hitherto known as PRASHANT MASSEY son of Sh. PHILIP SOLOMON, employed as a Home Tutor, residing at B-4/69B, LIG Flats, Ashok Vihar, Phase-II, Delhi-110052, have changed my name and shall hereafter be known as ROY SOLOMON.

It is certified that I have complied with other legal requirements in this connection.

PRASHANT MASSEY
[Signature (in existing old name)]

I, hitherto known as AMOD KANT son of Sh. ALOK AGRAWAL, a student, residing at 443, Sitaram Apartments, Plot No. 102, I. P. Extension, Delhi-110092, have changed my name and shall hereafter be known as AMOD KANT AGRAWAL.

It is certified that I have complied with other legal requirements in this connection.

AMOD KANT
[Signature (in existing old name)]

I, hitherto known as SUMIT son of Sh. NATHU RAIKWAR, residing at B-85, Gali No. 3, West Vinod Nagar, Delhi-110092, have changed my name and shall hereafter be known as SUMIT RAIKWAR.

It is certified that I have complied with other legal requirements in this connection.

SUMIT
[Signature (in existing old name)]

I, hitherto known as KAMAL KANT son of Mr. TRILOK CHAND, employed as Manager in IL&FS Infrastructure Development Corporation, 2nd Floor, Corporate Office Tower, Ambience Island, NH-8, Gurgaon-122001, residing at A-66, First Floor Front Side, Ashoka Enclave, Part-II, Faridabad-121003, have changed my name and shall hereafter be known as KAMAL MEHANDIRATTA.

It is certified that I have complied with other legal requirements in this connection.

KAMAL KANT
[Signature (in existing old name)]

I, hitherto known as NITIN son of Sh. RAJINDER SINGH, a Property Consultant, residing at Flat No. 34, Site-III, Pkt.-6, DDA Flats, Nasir Pur, Dwarka, New Delhi-110045, have changed my name and shall hereafter be known as NITIN SINGH.

It is certified that I have complied with other legal requirements in this connection.

NITIN
[Signature (in existing old name)]

I, hitherto known as RITA CHOUDHARY daughter of Sh. RAJINDER SINGH, a student, residing at Vill-Dayalpur, Main Road, Karawal Nagar, Delhi-110094, have changed my name and shall hereafter be known as PALAKK CHOUDHARY.

It is certified that I have complied with other legal requirements in this connection.

RITA CHOUDHARY
[Signature (in existing old name)]

I, hitherto known as SANJAY KUMAR son of Sh. JAGMAL SINGH, residing at Rajesh Pilot Chowk, 5, Karawal Nagar, Delhi-110094, have changed my name and shall hereafter be known as Dr. SANJAY CHOUDHARY.

It is certified that I have complied with other legal requirements in this connection.

SANJAY KUMAR
[Signature (in existing old name)]

I, hitherto known as BHAVENDRA RAJ son of Sh. CHULHAI MAHTO, residing at E-2/40, Gali No. 1, Shastri Nagar, Near Metro Station, Delhi-110052, have changed my name and shall hereafter be known as BHAVENDRA MAHTO.

It is certified that I have complied with other legal requirements in this connection.

BHAVENDRA RAJ
[Signature (in existing old name)]

I, hitherto known as RINKU son of Sh. JAIHIND SINGH BALHARA, residing at V.P.O. Bahu Akbar Pur, Distt. Rohtak, Haryana-124001, have changed my name and shall hereafter be known as ROHIT.

It is certified that I have complied with other legal requirements in this connection.

RINKU
[Signature (in existing old name)]

I, hitherto known as RAVIKRAN SINGH RAGHAVE son of Late GAJRAJ SINGH, employed as Warrant Officer IC VB

Exchange in the Indian Air Force, residing at 154, Block-F, SGM Nagar, NIT, Faridabad, Haryana, have changed my name and shall hereafter be known as RAVI KARAN SINGH RAGHAV.

It is certified that I have complied with other legal requirements in this connection.

RAVIKARAN SINGH RAGHAVE
[Signature (in existing old name)]

I, hitherto known as MOHAMMED SHER AKMAL son of ALI SHER, residing at B-263, Street, No. 20, Near Lal Mandir, Subhash Vihar, B-5 Block Road, Delhi-110053, have changed my name and shall hereafter be known as SHAZAD.

It is certified that I have complied with other legal requirements in this connection.

MOHAMMED SHER AKMAL
[Signature (in existing old name)]

I, hitherto known as SHANKAR LAL MITTAL son of Sh. SAGAR MAL MITTAL, a Self-employed, residing at D-802, Happy Home Apartments, Plot No. 12/A, Sector-7, Dwarka, New Delhi-110075, have changed my name and shall hereafter be known as SHANNKAR MITTAAL.

It is certified that I have complied with other legal requirements in this connection.

SHANKAR LAL MITTAL
[Signature (in existing old name)]

I, hitherto known as BHAWANI SHANKAR PANT son of Sh. NAVEEN CHANDER PANT, residing at D-159, Moti Bagh-1, New Delhi-110021, a Sr. Executive with Serco Global Services, Plot No.-408, Udyog Vihar, Phase-5, Gurgaon, Haryana, have changed my name and shall hereafter be known as BHANUJ PANT.

It is certified that I have complied with other legal requirements in this connection.

BHAWANI SHANKAR PANT
[Signature (in existing old name)]

I, hitherto known as SAURABH son of Sh. VINOD, employed as Senior Executive, residing at B-187, Nanakpura, South Motibagh, New Delhi-110021, have changed my name and shall hereafter be known as SAURABH CHOUDHARY.

It is certified that I have complied with other legal requirements in this connection.

SAURABH
[Signature (in existing old name)]

I, hitherto known as ANISHA QURESHI daughter of Late C. M. George, a Stenographer with Hindustan Export & Import Corporation Pvt. Ltd., Grover Mansion, 3/17, Asaf Ali Road, New Delhi-110002, residing at 1104, Gali Sheesh Mahal, Ganj Mir Khan, Darya Ganj, Delhi-110002, have changed my name and shall hereafter be known as ANITA QURESHI.

It is certified that I have complied with other legal requirements in this connection.

ANISHA QURESHI
[Signature (in existing old name)]

I, hitherto known as ANURADHA DEVI wife of Late INDER MAL, employed as Mazdoor in the Ordnance Depot Shakurbasti, Delhi-110056, residing at C-1, 37, Partap Vihar, Part-III, Kirari Extn. Delhi-110086, have changed my name and shall hereafter be known as ANURADHA MAL.

It is certified that I have complied with other legal requirements in this connection.

ANURADHA DEVI
[Signature (in existing old name)]

I, hitherto known as PAPPU KUMAR son of Sh. BHARON SINGH, residing at H-1/256, Sultanpuri, New Delhi-110086, have changed my name and shall hereafter be known as SHRIKANT KUMAR.

It is certified that I have complied with other legal requirements in this connection.

PAPPU KUMAR
[Signature (in existing old name)]

I, hitherto known as PRABHJYOT KAUR BINDRA daughter of Mr. GURDEV SINGH BINDRA, residing at S-457, Flat No. 1, GF, Greater Kailash-II, New Delhi-110048, have changed my name and shall hereafter be known as PRABJJYOT KAUR BINDRA.

It is certified that I have complied with other legal requirements in this connection.

PRABHJYOT KAUR BINDRA
[Signature (in existing old name)]

I, hitherto known as SWEETY wife of Mr. ABHINAV KARNAWAT, residing at ZP-49, 2nd Floor, Pitampura, New Delhi-110088, have changed my name and shall hereafter be known as KHUSHBU KARNAWAT.

It is certified that I have complied with other legal requirements in this connection.

SWEETY
[Signature (in existing old name)]

I, hitherto known as PRITI daughter of Sh. KISHAN CHAND ARORA, employed as Sr. Merchandiser, M/s Kavita Labels India Pvt. Ltd. Plot No. 272, Udyog Vihar Phase-IV, Gurgaon-122016, residing at L-356, Ashiana Aangan, Alwar by Pass Road, Bhiwadi, Rajasthan-301019, have changed my name and shall hereafter be known as SMRITI KOCHAR wife of RISHI KOCHAR.

It is certified that I have complied with other legal requirements in this connection.

PRITI
[Signature (in existing old name)]

I, hitherto known as DEEPA PURI daughter of Late PRITAM DASS KALRA, employed as VW Cuisines & Concepts Private Limited as a Personal Assistant to Managing Director, residing at Pocket A-3, Flat No. 2 F, Mayur Vihar Phase-3, New Delhi-110096, have changed my name and shall hereafter be known as DEEPA KALRA.

It is certified that I have complied with other legal requirements in this connection.

DEEPA PURI
[Signature (in existing old name)]

I, RAJESH JAIN son of Sh. SAGAR CHAND JAIN, self employed Proprietor in Jain Udyog, residing at C-10/123, Yamuna Vihar, Delhi-110053, have changed the name of my minor daughter AASHIKA JAIN age 15½ years old and she shall hereafter be known as AASHEEKA R JAIN.

It is certified that I have complied with other legal requirements in this connection.

RAJESH JAIN
[Signature of Guardian]

I, AJAY KUMAR RAWAT son of Sh. SHIV RATTAN LAL RAWAT, employed as self employed in the self work, residing at Flat No. 43, Himalaya Apartment, Sector-2, Rohini Avantika, New Delhi-110085, have changed the name of my minor son SUBODH aged 13 years and he shall hereafter be known as SUBODH RAWAT.

It is certified that I have complied with other legal requirements in this connection.

AJAY KUMAR RAWAT
[Signature of Guardian]

I, hitherto known as MAHESH KUMAR son of Late RAM DASS CHAWLA, employed as Section Officer in the Ministry of External Affairs, Jawaharlal Nehru Bhawan, New Delhi, residing at B-54, MEA Housing Complex, Plot No. 1, Sector-2, Dwarka, New Delhi-110075, have

changed my name and shall hereafter be known as MAHESH CHAWLA.

It is certified that I have complied with other legal requirements in this connection.

MAHESH KUMAR
[Signature (in existing old name)]

I, hitherto known as T. JAYABAL son of Sh. M. THANGARAJ, employed as Head Constable in the Delhi Police, Central Distt., residing at H-277, New Police Line, Kingsway Camp, Delhi-110009, have changed my name and shall hereafter be known as T. JAYAPAL.

It is certified that I have complied with other legal requirements in this connection.

T. JAYABAL
[Signature (in existing old name)]

I, hitherto known as SHIREESH DATTATRAY KENDRE son of Sh. DATTATRAY NIVRUTTI KENDRE, employed as Scientific Assistant-B in 'Bhabha Atomic Research Centre' residing at Kamothe, Mumbai, have changed my name and shall hereafter be known as 'SHIRISH DATTATRAY KENDRE'.

It is certified that I have complied with other legal requirements in this connection.

SHIREESH DATTATRAY KENDRE
[Signature (in existing old name)]

I, hitherto known as SHRI RAVINDRA KASHIRAM WARIK son of Sh. KASHIRAM GANPAT RANE, employed as Inspector of Service Tax at Office of the Commissioner of Service Tax-I, Mumbai, 115, Central Excise Building, M. K. Road, Churchgate, Mumbai-400020, residing at Yamuna Co-Operative Housing Society, Flat No. 5, Third Floor, Govind Bachchhaji Marg, Charai, Thane (West)-400601, have changed my name and shall hereafter be known as SHRI RAVINDRA KASHIRAM RANE.

It is certified that I have complied with other legal requirements in this connection.

RAVINDRA KASHIRAM WARIK
[Signature (in existing old name)]

I, hitherto known as BAMBAM KUMAR MISHRA son of Sh. KALI MISHRA, employed as Project Engineer, residing at Dhawja Gali, Sulatanganj, Bhagalpur, Bihar, have changed my name and shall hereafter be known as AMAN KUMAR MISHRA.

It is certified that I have complied with other legal requirements in this connection.

BAMBAM KUMAR MISHRA
[Signature (in existing old name)]

I, hitherto known as DEEPAK son of Sh. SHEEL CHAND, employed as Scientist 'D', residing at Flat No. 77, Sector-29/A, Chandigarh, have changed my name and shall hereafter be known as DEEPAK VERMA.

It is certified that I have complied with other legal requirements in this connection.

DEEPAK
[Signature (in existing old name)]

I, hitherto known as MAHENDRA KUMAR son of Sh. RAM KISHAN KATHPAL, employed as Sr. Office Superintendent, Steel Authority of India Limited, Agra, residing at A-632, Kamla Nagar, Agra-282005, have changed my name and shall hereafter be known as MAHENDRA KUMAR KATHPAL.

It is certified that I have complied with other legal requirements in this connection.

MAHENDRA KUMAR
[Signature (in existing old name)]

I, hitherto known as P. MUKESH son of Sh. P. MAHENDRA, employed as TTA at O/o GMT BSNL, Telephone Bhavan, Vazirabad, Nanded-431602, residing at Plot No. 13 Usha, Ayodhya Nagari, behind NCC Office, Malegaon Road, Taroda (KH), Nanded-431605, have changed my name and shall hereafter be known as PALSHIKAR MUKESH.

It is certified that I have complied with other legal requirements in this connection.

P. MUKESH
[Signature (in existing old name)]

I, hitherto known as JAGBIR SINGH MALIK son of Late LAKHI RAM, residing at House No. 81, V.P.O. Pooth Kalan, Delhi-110086, have changed my name and shall hereafter be known as JAGBIR SINGH.

It is certified that I have complied with other legal requirements in this connection.

JAGBIR SINGH MALIK
[Signature (in existing old name)]

I, hitherto known as PREM alias PAN SINGH son of Sh. HIRA SINGH, residing at 7863 Katra Nawab, Roshanara Road, Delhi-110007, have changed my name and shall hereafter be known as PREM MEHRA.

It is certified that I have complied with other legal requirements in this connection.

PREM alias PAN SINGH
[Signature (in existing old name)]

I, hitherto known as RAJ KANWAR KAUSHIK son of Sh. KURE RAM KAUSHIK, residing at H-3/85, Sector-15, Rohini, Delhi-110085, have changed my name and shall hereafter be known as RAJ KUMAR KAUSHIK.

It is certified that I have complied with other legal requirements in this connection.

RAJ KANWAR KAUSHIK
[Signature (in existing old name)]

I, hitherto known as LALAN KUMAR son of Sh. SATYADEO KISHOR SINGH, employed as Associate Manager in the Max Life Insurance Company, residing at A-320, 3rd Floor Sidharth Gali, Mandawali Fazalpur, Delhi-110092, have changed my name and shall hereafter be known as LALIT KUMAR SINGH.

It is certified that I have complied with other legal requirements in this connection.

LALAN KUMAR
[Signature (in existing old name)]

I, hitherto known as DINA KAR WADHWA son of Sh. BALJIT KUMAR WADHWA, residing at J&K-140, J&K Block, Laxmi Nagar, Delhi-110092, have changed my name and shall hereafter be known as DINA KER VUDHVA.

It is certified that I have complied with other legal requirements in this connection.

DINA KAR WADHWA
[Signature (in existing old name)]

I, hitherto known as PAWAN KUMAR son of Sh. VEERBHAN SINGH, employed as Security Assistant, MHA Govt. of India, residing at VPO Mundri, Tehsil & Distt. Kaithal (Haryana), have changed my name and shall hereafter be known as PAWAN SINGH ROR.

It is certified that I have complied with other legal requirements in this connection.

PAWAN KUMAR
[Signature (in existing old name)]

I, hitherto known as LACHAIAH PARLAPELLY son of Sh. MALLAIAH, residing at 3-31, Near Govt. Primary School, Marlapeta (V), Vilasagar (PO), Boinpally (M), Karimnagar Distt, Pin-505524, A.P., have changed my name and shall hereafter be known as LAXMAN PARLAPELLY.

It is certified that I have complied with other legal requirements in this connection.

LACHAIAH PARLAPELLY
[Signature (in existing old name)]

I, KORUPALU SRIHARI son of Sh. KORUPALU SUBBA RAO, residing at Smt. Lakshmi Jayaramakrishna, Flat No. 201, IInd Floor, Laxmi Vani Heights, Chaitanya Vilas Colony, Attapur, Rajendra Nagar Circle, Hyderabad-500030, A. P., have changed the name of my minor son's name KORUPALU SAI VAIBHAV PREETHAM aged 8 years and he shall hereafter be known as KORUPALU ARWINDH.

It is certified that I have complied with other legal requirements in this connection.

KORUPALU SRIHARI
[Signature of Guardian]

I, hitherto known as M. NANCHARAI AH @ M. SHIVA NANCHARAI AH @ M. VENKATA SIVA NANCHARAI AH son of Sh. M. VENKATESWARALU, residing at House No. 12-4-138/3, Pragathi Nagar, Moosa Pet, Hyderabad-18, A.P., have changed my name and shall hereafter be known as MOGALIPUVVU SHIVA NAVVEEN.

It is certified that I have complied with other legal requirements in this connection.

M. NANCHARAI AH @ M. SHIVA NANCHARAI AH
@ M. VENKATA SIVA NANCHARAI AH
[Signature (in existing old name)]

I, hitherto known as KANDULA SAIDAMMA @ SAIDA daughter of Sh. RAM CHANDRAIAH wife of PALLERLA KISHORE KUMAR, residing at 1-8-533, G-1, Prasanna Nilayam, Chikkadapally, Hyderabad-500020, A.P., have changed my name and shall hereafter be known as PALLERLA SWETHA.

It is certified that I have complied with other legal requirements in this connection.

KANDULA SAIDAMMA @ SAIDA
[Signature (in existing old name)]

I, hitherto known as BIKRAMA DAULET SINGH son of Sh. V. D. SINGH, residing at 11, Aurangzeb Road, New Delhi-110011, have changed my name and shall hereafter be known as BIKKRAMA DAULET SINGH.

It is certified that I have complied with other legal requirements in this connection.

BIKRAMA DAULET SINGH
[Signature (in existing old name)]

I, hitherto known as SHELI GUPTA wife of Sh. RAMAN GUPTA, Housewife, residing at Village Kotli Muglan, P. O. Jakholari, Tehsil and Distt. Pathankot, Punjab Pin code-145001, have changed my name and shall hereafter be known as ANITA GUPTA.

It is certified that I have complied with other legal requirements in this connection.

SHELI GUPTA
[Signature (in existing old name)]

I, hitherto known as AKSHAT KUMAR YADAV son of Sh. AROON KUMAR, employed as IT Professional residing at J-2, Press Apartments, 23, IP Extension, Delhi-110092, have changed my name and shall hereafter be known as AKSHAT YADAV.

It is certified that I have complied with other legal requirements in this connection.

AKSHAT KUMAR YADAV
[Signature (in existing old name)]

I, hitherto known as DHALAPATHI SANDHYA RANI wife of Sh. CHEBOLU NAGARAJU, residing at 1-1-235/4, Kapra, Ghandi Nagar, ECIL, Hyderabad-500062, A.P., have changed my name and shall hereafter be known as CHEBOLU SAMUDRA VENI.

It is certified that I have complied with other legal requirements in this connection.

DHALAPATHI SANDHYA RANI
[Signature (in existing old name)]

I, hitherto known as VIJAY KUMAR son of Sh. SITARAM BANSAL, employed as Chief Manager in M/s. H.A.L. Accessories Division Lucknow, residing at 5/396, Viram Khand, Gomti Nagar, Lucknow-226010, have changed my name and shall hereafter be known as VIJAY KUMAR BANSAL.

It is certified that I have complied with other legal requirements in this connection.

VIJAY KUAMR
[Signature (in existing old name)]

I, hitherto known as VANDANA CHOPRA wife of Sh. ANIL KAPUR, residing at Pocket B-70A, Phase-II, Ashok Vihar, Delhi-110052, have changed my name and shall hereafter be known as SUPRIYA KAPUR.

It is certified that I have complied with other legal requirements in this connection.

VANDANA CHOPRA
[Signature (in existing old name)]

I, hitherto known as NASIM AKHTAR son of AFTABUDDIN, employed as Clinical Optom in the office

Shroff Charity Eye Hospital, Daryaganj, New Delhi, residing at Village Nalsor P.O. Hatbalrampur, P. S. Abadpur, District Katihar, Bihar, Present Address C/o. Akil Khan, 3536, Kucha Tara Chand, Daryaganj, New Delhi-110002, have changed my name and shall hereafter be known as SAMIR CHAUDHRY, but I have not changed my religion.

It is certified that I have complied with other legal requirements in this connection.

NASIM AKHTAR
[Signature (in existing old name)]

I, hitherto known as RASHMI DEVI daughter of Sh. NAGO RAM, wife of KARAMJIT residing at Village Nangal Bihalan, Teshil Mukerian, Distt. Hoshiarpur, State Punjab, have changed my name and shall hereafter be known as DEVO RANI daughter of NAGO RAM Ram wife of KARAMJIT.

It is certified that I have complied with other legal requirements in this connection.

RASHMI DEVI
[Signature (in existing old name)]

I, hitherto known as SURVASE DASHRATH SUBHASH son of Sh. SUBHASH D. SURYVANSHI, employed as Inspector of Central Excise at O/o. The Commissioner of Central Excise, Puducherry, Deptt. of Revenue, Ministry of Finance, residing at No. 11, 5th Cross, Kurinji Nagar, Lawspet, Puducherry-605008, have changed my name and shall hereafter be known as SURYVANSHI DASHRATH SUBHASH.

It is certified that I have complied with other legal requirements in this connection.

SURVASE DASHRATH SUBHASH
[Signature (in existing old name)]

I, hitherto known as VIJAYALAKSHMI R wife of Sh. DILIP KRISHNAN, employed as Assistant Teacher in the IN Laxman Public School, Haus Khas Enclave, New Delhi-110016, residing at 15-D, MIG DDA Flats, Sheikh Sarai, Phase-I, New Delhi-110017, have changed my name and shall hereafter be known as VIJAYALAKSHMI KRISHNAN.

It is certified that I have complied with other legal requirements in this connection.

VIJAYALAKSHMI R
[Signature (in existing old name)]

I, hitherto known as SUNIL KUMAR son of Sh. DEVI RAM, residing at C-121, Gali No. 5, Meet Nagar, Delhi, have changed my name and shall hereafter be known as "SUNIL KUMAR BHARTI".

It is certified that I have complied with other legal requirements in this connection.

SUNIL KUMAR
[Signature (in existing old name)]

I, hitherto known as DESH CHAND son of Late DHUNDU RAM SHARMA, retired as MCPO1, Hon LT No. 046109-W, residing at F-60, Sector-21, Jalvayu Vihar, Noida, have changed my name and shall hereafter be known as DESH CHAND SHARMA.

It is certified that I have complied with other legal requirements in this connection.

DESH CHAND
[Signature (in existing old name)]

I, hitherto known as REKHA GARG @ REKHA CHHARI wife of Sh. ASHOK CHHARI, residing at B-4/198-B, Keshav Puram, Lawrence Road, Delhi-110035, have changed my name and shall hereafter be known as REKHA CHHARI.

It is certified that I have complied with other legal requirements in this connection.

REKHA GARG @ REKHA CHHARI
[Signature (in existing old name)]

I, hitherto known as ATIREK KUMAR son of Sh. SHIV SHANKAR LAL YADAV, a student residing at 986, Kalyani Devi Civil Lines, Unnao-209801, Uttar Pradesh, have changed my name and shall hereafter be known as ATTIREK S KUMAR.

It is certified that I have complied with other legal requirements in this connection.

ATIREK KUMAR
[Signature (in existing old name)]

I, hitherto known as NEHA JINDAL wife of Sh. RAJAN GUPTA, employed as Civil Judge (Jr. Div.)-cum-Judicial Magistrate, residing at 878, Sector-31, Gurgaon, have changed my name and shall hereafter be known as NEHA GUPTA.

It is certified that I have complied with other legal requirements in this connection.

NEHA JINDAL
[Signature (in existing old name)]

I, hitherto known as ANYA ANAHAT SINGH JARRI daughter of Ms. RUHI SINGH, residing at C-221, Sarvodaya Enclave, New Delhi, aged about 21 years, Date of Birth 29 December 1992, have changed my name and shall hereafter be known as ANYA SINGH.

It is certified that I have complied with other legal requirements in this connection.

ANYA ANAHAT SINGH JARRI
[Signature (in existing old name)]

I, hitherto known as POOJA ROSY wife of Sh. SUNIL KUMAR, daughter of Sh. INDERPAL SINGH residing at C-121, Gali No. 5, Meet Nagar, Delhi have changed my name and shall hereafter be known as POOJA BHARTI.

It is certified that I have complied with other legal requirements in this connection.

POOJA ROSY
[Signature (in existing old name)]

I, ASHOK CHHARI son of Sh. BALDEV CHHARI, residing at B-4/198-B, Keshav Puram, Lawrence Road, Delhi-110035, have changed the name of my minor son SAHIL GARG, aged about 16 years and he shall hereafter be known as SAHIL CHHARI.

It is certified that I have complied with other legal requirements in this connection.

ASHOK CHHARI
[Signature of Guardian]

I, hitherto known as KAILASH CHANDRA SINGH son of Sh. CHANDRA SINGH RAWAT, employed in Southern Travells as a Driver, residing at F-2B, Block-F, Bhagwati Garden Extension Delhi-110059, have changed my name and shall hereafter be known as KAILASH RAWAT.

It is certified that I have complied with other legal requirements in this connection.

KAILASH CHANDRA SINGH
[Signature (in existing old name)]

I, hitherto known as SHAIK AISHA SALEEM D/o of S. ABDUL SALEEM, a student in the APIIT, RK Valley, Idupulapaya, Kadapa District, Andhra Pradesh, residing at D. No. 5-184, 4th Cross, Bharatham Mitta, Pakala-517112, Chittoor District, Andhra Pradesh, have changed my name and shall hereafter be known as SHAIK AYESHA BEGUM.

It is certified that I have complied with other legal requirements in this connection.

SHAIK AISHA SALEEM
[Signature (in existing old name)]

I, hitherto known as IC-45996K Lt. Col. PRADEEP KUMAR SHARMA son of Sh. NARAYAN DUTT SHARMA, employed as an officer in the Army and a present, residing at P-132/1 Officers Married accommodation, New Cantonment, Kapurthala (Punjab), have changed my name and shall hereafter be known as IC-45996K Lt. Col. PRADEEP KUMAR.

It is certified that I have complied with other legal requirements in this connection.

IC-45996K Lt. Col. PRADEEP KUMAR SHARMA
[Signature (in existing old name)]

I, hitherto known as PINKY wife of Sh. LALIT AWWAL, residing at Plot No. 35, Ahuja Colony, Opposite Officer's Mess, Ratanada, District-Jodhpur, Rajasthan-342011, have changed my name after marriage and shall hereafter be known as SONALI AWWAL.

It is certified that I have complied with other legal requirements in this connection.

PINKY
[Signature (in existing old name)]

I, hitherto known as MADAN son of Sh. BABU RAM PRAJAPAT, employed in Defence Laboratory (DRDO), Ministry of Defence, Ratanada, Jodhpur, residing at 159-160A, Sec.-D, Pipli Chouraha, Shankar Nagar, Pal Road, Jodhpur (Raj) Pin-342008, have changed my name and shall hereafter be known as MADAN KUMAWAT.

It is certified that I have complied with other legal requirements in this connection.

MADAN
[Signature (in existing old name)]

I, hitherto known as SHIVANI daughter of Sh. SATYENDRA KUMAR SINHA, qualified as a lawyer, residing at E-2, Abhiyanta Nagar, Ashiyana Nagar, Patna-800025, Bihar, have changed my name and shall hereafter be known as SHIVANI SATYENDRA KUMAR SINHA.

It is certified that I have complied with other legal requirements in this connection.

SHIVANI
[Signature (in existing old name)]

I, hitherto known as SANGEETA GUPTA wife of Sh. RAJEEV GUPTA, a house-wife, residing at 4-A, Prithvi Raj Road, New Delhi-110001, have changed my name and shall hereafter be known as SANGEETA R. GUPTA.

It is certified that I have complied with other legal requirements in this connection.

SANGEETA GUPTA
[Signature (in existing old name)]

I, hitherto known as SEWA RAM CHAMAR son of Sh. KHUMAR SINGH CHOUDHARY, employed as Gun Carriage Factory, residing at 2/11, Goa Line GCF State Jabalpur, (M.P.) Pin-482011, have changed my name and shall hereafter be known as SEWA RAM CHOUDHARY.

It is certified that I have complied with other legal requirements in this connection.

SEWA RAM CHAMAR
[Signature (in existing old name)]

I, hitherto known as DURGABAI wife of Late VALI MOHAMMAD SHAH, residing at B-65/07 Barc Colony, Boisar, Tarapur, P.O. Tapp, Tal. Palghar, Distt. Thane (MH), have changed my name and shall hereafter be known as SAMIRUN.

It is certified that I have complied with other legal requirements in this connection.

R. T. I. of DURGABAI
[Signature (in existing old name)]

I, hitherto known as GUDDU VALI MAHAMMAD son of Late VALI MOHAMMAD SHAH, employed as Technician-B in the NFG/AFF, Barc Tarapur, residing at B-65/07, Barc Colony, Boisar, Tarapur, P.O. Tapp, Tal. Palghar, Distt. Thane (MH) have changed my name and shall hereafter be known as SAHIL VALI MOHAMMAD SHAH.

It is certified that I have complied with other legal requirements in this connection.

GUDDU VALI MAHAMMAD
[Signature (in existing old name)]

I, hitherto known Miss SHEKHAVVA L DEVARAGUDDA daughter of Sh. LAXMAN DEVARAGUDDA, employed as Lower Division Clerk (LDC) in the Naval Ship Repair Yard, Naval Base, Karwar, residing at P-20/1, Type II Naval Civilian Housing Colony Amadalli, Karwar, have changed my name and shall hereafter be known as Miss SHAKUNTALA L DEVARAGUDDA.

It is certified that I have complied with other legal requirements in this connection.

Miss SHEKHAVVA L DEVARAGUDDA
[Signature (in existing old name)]

I, hitherto known as PAWAN KUMAR son of Late PREM DASS, employed as Warrant Officer in Indian Air Force in the 15 Base Repair Depot, Airforce, Wadsar, residing at SMQ No. 20/1 15 Brd, Air Force, VPO-Wadsar, Taluka-Kalol, Dist. Gandhinagar (Gujarat) Pin-382721, have changed my name and shall hereafter be known as PAWAN KUMAR SHARMA.

It is certified that I have complied with other legal requirements in this connection.

PAWAN KUMAR
[Signature (in existing old name)]

I, PADAM KUMAR VERMA son of Shri DUNGER MAL, employed as IVth class in the Municipal of Corporation Delhi, residing at 1/1899 a Sita Gali East Ram Nagar Man Sarover Park at Sahadra Delhi-110032, have changed the name of my minor daughter LALITA VERMA, aged 15 years and he shall hereafter be known as AYUSHI VERMA.

It is certified that I have complied with other legal requirements in this connection.

PADAM KUMAR VERMA
[Signature of Guardian]

I, hitherto known as RITESH SURI son of Sh. SHYAM MITTER SURI, employed as System Manager in the Weapons & Electronics System Engineering Establishment (Wesee) West Block-V, Wing No. 1, RK Puram, New Delhi-110066, Indian Navy, residing at C-370A, Ground Floor, Sushant Lok, Phase-1, Gurgaon, Haryana, have changed my name and shall hereafter be known as RETESH SUURI.

It is certified that I have complied with other legal requirements in this connection.

RITESH SURI
[Signature (in existing old name)]

I, hitherto known as BAGUR SATHYANARAYANA KARTHIKEYA son of Late B.S. SATHYANARAYANA, employed as Senior Auditor in the Office of the Principal Controller of Defence Accounts, Lower Agram Road, Bangalore-560007, Ministry of Defence (Finance)/Defence Accounts Department, Government of India, residing at B-1/10, D.A.D. Residential Complex, Someshwarapura Extn., Halasuru, Bangalore-560008, have changed my name and shall hereafter be known as BANGALORE SATHYANARAYANA KARTHIKEYA.

It is certified that I have complied with other legal requirements in this connection.

BAGUR SATHYANARAYANA KARTHIKEYA
[Signature (in existing old name)]

I, hitherto known as SWAPNALI wife of Sh. VISHAL KUMAR, employed as a Teacher, residing at A-901, Palatial Height, Adjacent CIBA Limited, Chandivali, Mumbai-400072, have changed my name and shall hereafter be known as SWAPNALI MAHATO.

It is certified that I have complied with other legal requirements in this connection.

SWAPNALI
[Signature (in existing old name)]

I, hitherto known as NEHA daughter of Dr. JANAK RAJ SINGLA, residing at Janak Nursing Home, Chukerian Road, Mansa, have changed my name and shall hereafter be known as INNAYAT.

It is certified that I have complied with other legal requirements in this connection.

NEHA
[Signature (in existing old name)]

I, hitherto known as SONAL SHARMA wife of Sh. NAVEEN AKKARA, employed as in Indian Air Force, residing at Hill View 76D, Air Force Station Palam, New Delhi-110010, have changed my name and shall hereafter be known as SONAL NAVEEN AKKARA.

It is certified that I have complied with other legal requirements in this connection.

SONAL SHARMA
[Signature (in existing old name)]

I, hitherto known as SHYLA AHLUWALIA wife of Dr. SANDEEP BHOLA, employed as a doctor, residing at 22, Friends Colony, Devi Talab Road, Kapurthala, have changed my name and shall hereafter be known as SHYLA BHOLA.

It is certified that I have complied with other legal requirements in this connection.

SHYLA AHLUWALIA
[Signature (in existing old name)]

I, hitherto known as SHASHANK GUPTA son of Sh. ASHOK KUMAR, doing graduation engineering, residing at Flat No. 1075, Sector 4A, Vasundhara, Ghaziabad, U.P.-201012, have changed my name and shall hereafter be known as ISHAN GUPTA.

It is certified that I have complied with other legal requirements in this connection.

SHASHANK GUPTA
[Signature (in existing old name)]

I, hitherto known MADHU BALA DEVGUN wife of Sh. RAJESH DEVGAN, employed as S.S. (T) in the office of AM (NRL) MTNL Bhorgarh, Narela Delhi-40, residing at 892, Sector-14, Sonapat (Haryana), Pin-131001, have changed

my name and shall hereafter be known as MADHU BALA DEVGAN.

It is certified that I have complied with other legal requirements in this connection.

MADHU BALA DEVGUN
[Signature (in existing old name)]

I, hitherto known as SRI DINABANDHU BAURI son of Late GOURANGA BAURI, employed as Chief Office Suptd. in the Sr. DEN's Office/S.E. Railway/Adra Division, residing at Vill. Dihika, P.O. Surjanagar, Distt. Burdwan, West Bengal, have changed my name and shall hereafter be known as SRI DINA BANDHU DAS.

It is certified that I have complied with other legal requirements in this connection.

SRI DINABANDHU BAURI
[Signature (in existing old name)]

I, hitherto known as UTKARSH CHAUDHARY son of Late BALRAM SINGH, residing at 1302, Sector-28, District Faridabad, Haryana, have changed my name and shall hereafter be known as AAAA UTKARSH CHAUDHARY

It is certified that I have complied with other legal requirements in this connection.

UTKARSH CHAUDHARY
[Signature (in existing old name)]

I, SUNITA KAUSHIK daughter of Sh. BINDU BHARDWAJ, residing at Flat No. 22, Jai Lakshmi Apartment, Plot No. 59, I.P. Extn. Patparganj, Delhi-110092, have changed the name of my minor son NITESH aged 17 years and he shall hereafter be known as NITESH KAUSHIK.

It is certified that I have complied with other legal requirements in this connection.

SUNITA KAUSHIK
[Signature of Guardian]

I, hitherto known as SHIKHA KANOJIA daughter of Sh. SUNITA KAUSHIK, residing at Flat No. 22, Jai Lakshmi Apartment, Plot No. 59, I.P. Extn. Patparganj, Delhi-110092, have changed my name and shall hereafter be known as SHIKHA KAUSHIK.

It is certified that I have complied with other legal requirements in this connection.

SHIKHA KANOJIA
[Signature (in existing old name)]

I, AMIT JARYAL son of Shri KARAM CHAND JARYAL, Prop. In the Shivani Enterprise, residing at A-11, Hari Nagar, New Delhi-110064, have changed the name of my minor son SANCHIT JARYAL, aged 14 + years and he shall hereafter be known as ARYAMAAN JARYAL.

It is certified that I have complied with other legal requirements in this connection.

AMIT JARYAL
[Signature of Guardian]

I, hitherto known as SAVVY SINGH daughter of Sh. RAMMEHAR SINGH, Preparing for Civil Services examination, residing at 7, Police Station Kotwali, Darya Ganj, New Delhi-110002, have changed my name and shall hereafter be known as SAVY SINGH.

It is certified that I have complied with other legal requirements in this connection.

SAVVY SINGH
[Signature (in existing old name)]

I, hitherto known as M. SUKANYA daughter of Sh. J.M. IYER, residing at 256, Sector-5, R.K. Puram, New Delhi-110022, have changed my name and shall hereafter be known as SUKANYA MAHALINGAM.

It is certified that I have complied with other legal requirements in this connection.

M. SUKANYA
[Signature (in existing old name)]

I, hitherto known as RAJINDER PARSHAD son of Late. JAGMAL SINGH, residing at 115, Khaira Village Post Office Khaira, New Delhi-110043, have changed my name and shall hereafter be known as RAJENDER YADAV.

It is certified that I have complied with other legal requirements in this connection.

RAJINDER PARSHAD
[Signature (in existing old name)]

I, hitherto known as OMVATI wife of Sh. SURESH KUMAR & Daughter of Shri HUKUM SINGH, residing at 29/182, 3rd Floor, Vikram Vihar, Lajpat Nagar-IV, New Delhi-110024, have changed my name and shall hereafter be known as UMA.

It is certified that I have complied with other legal requirements in this connection.

OMVATI
[Signature (in existing old name)]

I, hitherto known as BIJI VARGESE. T daughter of Sh. VAREED T.P., residing at 119, Pky-16, Sect-24, Rohini, Delhi-110085, have changed my name and shall hereafter be known as BIJI JOYSON.

It is certified that I have complied with other legal requirements in this connection.

BIJI VARGESE. T
[Signature (in existing old name)]

I, hitherto known as SARABJIT SINGH son of Sh. RAGHBIR SINGH working as Tech. Gr.-I in Northern Railway Mechanical Workshop Amritsar residing at House No. 379, Azad Nagar Sultanwind Road Amritsar (Punjab), have changed my name and shall hereafter be known as SARABJIT SINGH BAMRAH.

It is certified that I have complied with other legal requirements in this connection.

SARABJIT SINGH
[Signature (in existing old name)]

CHANGE OF RELIGION

I, ASMA BEGUM M, daughter of ALLABAKSH, W/o ABHISHEK GULIA, residing at 487/12 Peera Garhi Chowk, New Delhi-110087, do hereby solemnly affirm and declare that I have embraced HINDU Religion and renounced ISLAM/MUSLIM religion with effect from 10.11.2012.

It is certified that I have complied with other legal requirements in this connection.

ASMA BEGUM M
[Signature]

PUBLIC NOTICE

It is for general information that I, SONIKA SHARMA daughter of Sh. KAUSHAL SHARMA, residing at Flat No. 219, Site-I, Janta Flats, Vikas Puri, New Delhi-110018, do hereby declare that name of my father has been wrongly written as BRIJ MOHAN SHARMA in my educational documents and other documents. The actual name of my father is KAUSHAL SHARMA which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

SONIKA SHARMA
[Signature]

It is for general information that I, ANITA RANI, wife of Sh. RAJINDER KUMAR MALIK, residing at 11/2, Indra

Vikas Colony Near Nirankari Colony Delhi-110009, declare that name of mine has been wrongly written as DAISY MALIK in my educational documents and in other documents of my son DEEPAK MALIK. The actual name of mine is ANITA RANI which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

ANITA RANI
[Signature]

It is for general information that I, VISHVESHVAR SINGH son of Late PRABHU DAYAL SINGH, residing at 101-A/2, Govindpuri, Kalkaji, New Delhi-110019, declare that name of mine has been wrongly written as VISHESHVAR SINGH in educational documents of my son SHUBHAM SINGH. The actual name of mine is VISHVESHVAR SINGH respectively which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

VISHVESHVAR SINGH
[Signature]

It is for general information that I, GURMIT SINGH son of S. BALWANT SINGH, residing at Partap Nagar, Jalandhar, declare that name of mine and my wife has been wrongly written as SATNAM SINGH AND PARWINDER KAUR in educational documents and other documents of our daughter MANJOT KAUR. The actual name of mine and my wife is GURMIT SINGH AND PARVINDER KAUR respectively which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

GURMIT SINGH
[Signature]

It is for general information that I, ASHUTOSH KASHYAP son of Sh. CHANDRA BHUSHAN PRASAD SINGH, residing at Shri Bihar Colony, Lane No. 03, South of S. K. J. Law College, Gannipur, Muzaffarpur Pin-842001, Bihar, declare that name of mine has been wrongly written as CHANDRA BHUSHAN PRASAD SINGH in the educational certificates of my son ANUPAM KASHYAP, Date of Birth 17.01.1998 (Seventeenth January Nineteen Ninetyeight). The actual name of mine is ASHUTOSH KASHYAP which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

ASHUTOSH KASHYAP
[Signature]

It is for general information that I, HARDEV SINGH son of Sh. SUDARSHAN SINGH, residing at 6/149, Nirankari Colony, Delhi, declare that name of my son has been wrongly written as SARABHIT in his educational documents and in other documents. The actual name of my son is SARABHIT SINGH respectively which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

HARDEV SINGH
[Signature]

It is for general information that I, SURENDRA KUMAR son of Sh. M. L. GUPTA, residing at 70-A, Railway Colony (West), Jammu, declare that name of my minor son has been wrongly written as SHREYAANSH in his educational documents and in the other documents. The actual name of my son is SHREYAANSH GUPTA which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

SURENDRA KUMAR
[Signature]

It is for general information that I, PRATEEK SURANA son of Sh. SHANTI LAL SURANA, residing at A-157, 2nd Floor, Vivek Vihar, Phase-II, Delhi-110095, declare that name of my father has been wrongly written as SHANTI SURANA in my educational documents and in the other documents. The actual name of my father is SHANTI LAL SURANA respectively which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

PRATEEK SURANA
[Signature]

It is for general information that I, Md. IRSHAD son of Md. HANIF, residing at RZ-37C, Gali No. 1A, Kamal Park, Delhi-110046, declare that name of mine has been wrongly written as "Md. ISMILE" in the educational documents of

my son Md. ARSAD. The actual name of mine is Md. IRSHAD which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Md. IRSHAD
[Signature]

It is for general information that I, VIKAS son of Sh. SATISH KUMAR, residing at 1099, Parwa Pana, V.P.O. Karala, Delhi-81, declare that name of my mother has been wrongly written as PREM DEVI in my educational documents and in the other documents. The actual name of my mother is YASHWANTI DEVI which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

VIKAS
[Signature]

It is for general information that I, DEVENDER son of Sh. GODHA RAM, residing at D-601G/F Khasra No. 265, D Block, Gali No. 15/17, East Gokalpur, Delhi-110094 declare that name of my father has been wrongly written as UDAY RAM in my license and in the other documents. The actual name of my father is GODHA RAM respectively which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

DEVENDER
[Signature]

CORRIGENDUM

New name may be read as VIKAS GUPTA instead of VIKASH GUPTA published in Issue No. 9 of Gazette of India, Weekly, Part-IV dated March 2, 2013 at Column No. 2 of Page No. 416, advertisement No. 4, 6th line.

इंडियन कॉमोडिटी एक्सचेंज लि.

मुंबई, दिनांक

इंडियन कॉमोडिटी एक्सचेंज लि., मुंबई के उप-विधानों (Bye-laws) में नीचे दिए गये संशोधनों के लिए एक्सचेंज को फॉरवर्ड कॉन्ट्रैक्ट (रेग्यूलेशन) एक्ट, 1952 (1952 के 74) के सेक्शन 12 (1) सहित भारत सरकार के वाणिज्य तथा उद्योग मंत्रालय द्वारा 4 मई, 1960 को जारी अधिसूचना क्रमांक. S.O.1162 के तहत वायदा बाजार आयोग के उपनिदेशक से 4 दिसंबर 2012 को मंजूरी प्राप्त है तथा इसको यहां उपरोक्त एक्ट से सेक्शन 12 के सब-सेक्शन 2 के तहत अधिसूचित किया जा रहा है।

संशोधन

अध्याय 17

अधिकृत व्यक्ति (ऑथराइज्ड पर्सन) के लिए नियामक रूपरेखा

अधिकृत व्यक्ति के माध्यम से बाजार में प्रवेश

1. परिभाषा

“अधिकृत व्यक्ति” का अर्थ ऐसे किसी व्यक्ति (प्रोपराइटर सहित), भागीदारी फर्म, सीमित दायित्व वाली भागीदारी, बॉडी कॉर्पोरेट या कोऑपरेटिव सोसायटी से है जिसको किसी मान्यता प्राप्त कॉमोडिटी डेरीवेटिव्स एक्सचेंज के किसी सदस्य द्वारा उक्त एक्सचेंज की अनुमति से कॉमोडिटी डेरीवेटिव्स एक्सचेंज के ट्रेडिंग प्लेटफॉर्म पर ट्रेडिंग की सुविधा उपलब्ध करवाने के लिए कॉमोडिटी डेरीवेटिव्स एक्सचेंज के सदस्य के अभिकर्ता (एजेंट) के तौर पर नियुक्त किया जाता है। उल्लेखनीय है कि भागीदारी फर्म की परिभाषा इंडियन पार्टनरशिप एक्ट, 1932 में, सीमित दायित्व वाली भागीदारी की परिभाषा लिमिटेड लायबिलिटी पार्टनरशिप एक्ट, 2008, बॉडीकॉर्पोरेट की परिभाषा कंपनी एक्ट, 1956 तथा को-ऑपरेटिव सोसायटी की परिभाषा को-ऑपरेटिव सोसायटी एक्ट, 1912/मल्टी स्टेट को-ऑपरेटिव सोसायटी एक्ट, 2002 तथा राज्यों/संघ शासित क्षेत्रों के को-ऑपरेटिव सोसायटी (जिसमें को-ऑपरेटिव सोसायटी के संघों का भी समावेश है) एक्टों में दी गई है।

2. अधिकृत व्यक्ति की नियुक्ति .

a) कॉमोडिटी एक्सचेंज के सदस्य संबंधित कॉमोडिटी एक्सचेंज कि विशेष पूर्वानुमति से एक या एक से अधिक अधिकृत व्यक्तियों की नियुक्ति कर सकते हैं।

b) इस तरह के प्रत्येक अधिकृत व्यक्ति के नियुक्ति के लिए विशेष मंजूरी की जरूरत होती है।

3. नियुक्ति प्रक्रिया

- a) इसके लिए कॉमोडिटी एक्सचेंज के किसी सदस्य को एक्सचेंज द्वारा निर्धारित प्रारूप पर आवेदन करना होता है।
- b) अधिकृत व्यक्ति की नियुक्ति के लिए अपने किसी सदस्य से निर्धारित प्रारूप पर आवेदन प्राप्त होने के बाद कॉमोडिटी एक्सचेंज:
 - i. नियुक्ति के लिए प्रस्तावित व्यक्ति की अधिकृत व्यक्ति के रूप में पात्रता से संतुष्ट होकर अपनी मंजूरी दे सकता है, अथवा
 - ii. प्रस्तावित व्यक्ति की इस भूमिका के लिए अयोग्यता के आधार पर मंजूरी देने से इंकार कर सकता है।
- c) एक्सचेंज को बाजार के हित को ध्यान में रखते हुए इस तरह की किसी वर्तमान अथवा प्रस्तावित मंजूरी को बिना कोई कारण बताये किसी भी समय अपने विवेक से निरस्त करने, वापस लेने तथा नामंजूर करने का अधिकार होगा।

4. पात्रता मानक

4.1 वैयक्तिक नियुक्ति

किसी व्यक्ति को अधिकृत व्यक्ति के रूप में नियुक्ति लिए -

- a) भारत का नागरिक होना चाहिए
- b) 18 वर्ष से कम उम्र का नहीं होना चाहिए,
- c) धोखाधड़ी, बेइमानी के किसी अपराध में दोषसिद्ध नहीं होना चाहिए,
- d) यदि किसी व्यक्ति को किसी स्टॉक अथवा कॉमोडिटी एक्सचेंज द्वारा लगातार 6 कैलेंडर माहों से अधिक समय तक प्रतिबंधित अथवा निलंबित रखा गया है तो उसकी अधिकृत व्यक्ति के तौर पर फिर से नियुक्ति पर निलंबन अवधि की समाप्ति की तिथि से तीन वर्ष बाद ही विचार किया जा सकता है।
- e) अच्छी प्रतिष्ठा तथा चरित्र का होना चाहिए,
- f) केंद्र अथवा राज्य सरकार द्वारा मान्यता प्राप्त किसी संस्था से कम से कम 10 वीं कक्षा की अथवा उसके समतुल्य शिक्षा प्राप्त होनी चाहिए, तथा
- g) प्रस्तावित व्यक्ति के पास कॉमोडिटी डेरीवेटिव्स एक्सचेंज द्वारा निर्धारित तथा आयोग द्वारा समय - समय पर मंजूर प्रमाणपत्र होना चाहिए

4.2 भागीदारी फर्म, सीमित दायित्व वाली भागीदारी (LLP) अथवा बॉडी कॉर्पोरेट

कोई भागीदारी फर्म, सीमित दायित्व वाली भागीदारी (LLP) अथवा बॉडी कॉर्पोरेट अधिकृत व्यक्ति के तौर पर नियुक्ति की पात्र तब हो सकती है जब :

- a) उसके सभी भागीदार अथवा निदेशक, मामले के अनुसार, ऊपर उल्लिखित क्लॉज 4.1 में दी गई शर्तों को पूरा करते हों.
- b) जब भागीदारी करार अथवा मेमोरैंडम ऑफ एसोसिएशन के ऑब्जेक्ट क्लॉज में एक क्लॉज 4.1 शामिल हो जो व्यक्ति को कॉमोडिटी डेरीवेटिव्स कॉन्ट्रैक्टों में कारोबार की अनुमति देता हो।

4.3 कोई को-ऑपरेटिव सोसायटी उस स्थिति में "अधिकृत व्यक्ति" के तौर पर नियुक्ति की पात्र होगी जब;

- a) प्रबंधन समिति/ प्रबंध निकाय के सभी सदस्य/निदेशक ऊपर उल्लिखित पात्रता परिच्छेद (क्लॉज) की शर्तों को पूरा करते हों। यद्यपि कि ऊपर उल्लिखित परिच्छेद 3 (A)(f) के संदर्भ में एक्सचेंज अपने विवेक से शैक्षिक योग्यता मानकों में ढिलाई दे सकता है।

- b) जब को - ऑपरेटिव सोसायटी के मेमोरंडम ऑफ एसोसिएशन के ऑब्जेक्ट क्लॉज में एक ऐसे क्लॉज का समावेश हो जो को - ऑपरेटिव सोसायटी को कॉमोडिटी डेरीवेटिव्स के कारोबार में भागीदारी की अनुमति देता हो।

4.4 बुनियादी सुविधायें

अधिकृत व्यक्ति के पास अनिवार्य रूप से कुछ बुनियादी सुविधायें रहनी चाहिए जिसमें पर्याप्त कार्यालयी स्थान, उपकरण, मानव संसाधन तथा ऐसी बुनियादी सुविधायें जो एक्सचेंज द्वारा समय-समय पर सुनिश्चित की गई हों तथा जो सदस्य की तरफ से होने वाली गतिविधियों के प्रभावी संचालन के लिए पर्याप्त हों, का समावेश होता है।

5. नियुक्ति की शर्तें

5.1 किसी विशेष कॉमोडिटी एक्सचेंज के किसी सदस्य के "अधिकृत व्यक्ति" के तौर पर नियुक्त होने वाला व्यक्ति अपने पद पर रहते हुए उस एक्सचेंज किसी अन्य सदस्य के "अधिकृत व्यक्ति" के तौर पर नियुक्त नहीं किया जा सकता।

5.2 किसी सदस्य का कोई निदेशक (यदि सदस्य कंपनी एक्ट के तहत एक कंपनी है) अथवा किसी सदस्य का कोई भागीदार (यदि सदस्य एक भागीदारी फर्म अथवा सीमित दायित्व वाली भागीदारी है) अथवा किसी सदस्य के प्रबंध समिति/प्रबंध निकाय का कोई सदस्य/निदेशक (यदि सदस्य को-ऑपरेटिव सोसायटी है) उस कॉमोडिटी एक्सचेंज के किसी अन्य सदस्य के "अधिकृत व्यक्ति" के तौर पर नियुक्ति का पात्र नहीं होगा जिसमें वह कंपनी, भागीदारी फर्म, सीमित दायित्व वाली भागीदारी अथवा को-ऑपरेटिव सोसायटी सदस्य के तौर पर शामिल है या हो सकती है।

5.3 अधिकृत व्यक्ति अपने निजी नाम अथवा खाते से मुद्रा का आदान - प्रदान नहीं करेगा अथवा अपने नाम अथवा निजी खाते से कॉमोडिटीज की डिलीवरी का कारोबार नहीं करेगा। सभी तरह का मौद्रिक आदान-प्रदान तथा कॉमोडिटियों का कारोबार संबद्ध सदस्य के नाम तथा खाते से किया जायेगा।

5.4 अधिकृत व्यक्ति अपनी सेवाओं के बदले में अपना वेतन/पारिश्रमिक/शुल्क/कमीशन आदि अपने नियोक्ता सदस्य से प्राप्त करेगा तथा वह सदस्य के ग्राहक से किसी भी मद के तहत किसी भी तरह की धनराशि अथवा शुल्क की वसूली नहीं करेगा।

5.5 अधिकृत व्यक्ति के सभी भूल-चूक तथा आचरणों के लिए सदस्य को उत्तरदायी माना जायेगा।

5.6 सदस्य तथा "अधिकृत व्यक्ति" संबद्ध कॉमोडिटी एक्सचेंज द्वारा निर्धारित प्रारूप पर एक लिखित करार करेंगे, जिसमें गतिविधियों, दायित्वों, सूचना की गोपनीयता, निर्धारित दिशानिर्देशों के तहत "अधिकृत व्यक्ति" के तौर पर नियुक्ति से जुड़ी शर्तों, वेतन, पारिश्रमिक, भत्तों तथा अन्य स्वरूप में प्राप्त होने वाले भुगतानों तथा निष्कासन क्लॉज आदि का समावेश होगा।

5.7 एक्सचेंज द्वारा किसी अधिकृत व्यक्ति को दी गई मंजूरी सदस्य को एक्सचेंज प्लेटफॉर्म पर उसके अधिकृत व्यक्ति के माध्यम से कारोबार करने की सुविधा देती है तथा इस मंजूरी को किसी भी रूप में सदस्य के दायित्वों, जिम्मेदारियों में कटौती के रूप में नहीं लिया जाना चाहिए।

6. मंजूरी की वापसी

कॉमोडिटी एक्सचेंज अधिकृत व्यक्ति को दी गई अपनी मंजूरी को वापस भी ले सकता है:

6.1 यह वापसी कॉमोडिटी एक्सचेंज द्वारा निर्धारित नियमों के अनुपालन के उपरांत सदस्य अथवा संबद्ध अधिकृत व्यक्ति द्वारा इस संदर्भ में किए गये आवेदन के फलस्वरूप कार्यरूप ले सकती है।

6.2 अगर एक्सचेंज को यह लगता है कि किसी अधिकृत व्यक्ति की गतिविधियां निवेशकों तथा कॉमोडिटी बाजार के हित में बाधक हैं तो एक्सचेंज अपनी मंजूरी को वापस ले सकता है।

6.3 बाद की तिथियों में इन दिशानिर्देशों के परिच्छेद 4 के तहत अपात्रता की स्थिति में।

6.4 आयोग के निर्देश पर।

7. एक्सचेंज के सदस्य के दायित्व

7.1 सदस्य, एक्सचेंज द्वारा इस तरह के अधिकृत व्यक्तियों के संदर्भ में प्राप्त होने वाली मंजूरी की सूचना के बाद प्रत्येक अधिकृत व्यक्ति के साथ, एक्सचेंज द्वारा निर्धारित प्रारूप पर, एक करार करेगा।

7.2 सदस्य अधिकृत व्यक्ति को इस तरह के करार के संपन्न हो जाने के बाद ही अपनी तरफ से ग्राहक बनाने तथा ऐसे ग्राहकों से ऑर्डर स्वीकार करने की अनुमति देगा।

7.3 सदस्य अपने अधिकृत व्यक्ति के सभी आचरणों तथा भूलों तथा चूकों के लिए जिम्मेदार होगा जिसमें इस स्थिति में उत्पन्न दायित्वों का भी समावेश होगा।

7.4 यदि किसी सदस्य द्वारा अपने किसी अधिकृत व्यक्ति को कोई ट्रेडिंग टर्मिनल दिया जाता है, तो वह स्थान जहां पर उक्त ट्रेडिंग टर्मिनल स्थित है, सदस्य के शाखा कार्यालय को तौर पर माना जायेगा।

7.5 सदस्य को इस तरह के हर शाखा कार्यालय पर, उस शाखा के प्रभारी अधिकृत व्यक्ति के विवरण, उसकी नियुक्ति के नियमों तथा शर्तों, अधिकृत व्यक्ति के माध्यम से सौदे किए जाने की समयावधि आदि जैसी अतिरिक्त सूचनाओं को प्रदर्शित करना होगा।

7.6 सदस्यों को, अपनी किसी शाखा के अधिकृत व्यक्ति के संदर्भ में होने वाले बदलाव के बारे में, अपने उस शाखा के सभी पंजीकृत ग्राहकों को इस बादलाव के कार्यरूप लेने के कम से कम 15 दिन पहले सूचित करना होगा।

7.7 सदस्य को एक्सचेंज द्वारा निर्धारित व्यवस्था के अनुसार अधिकृत व्यक्तियों को दिए गये शाखाओं तथा उनके द्वारा किए गये कार्यों के रिकॉर्डों की समय - समय पर जांच करनी होगी।

7.8 अधिकृत व्यक्तियों द्वारा एक्सचेंज के नियमों तथा विधानों के अनुपालन को सुनिश्चित करने हेतु, अधिकृत व्यक्तियों के रिकॉर्डों का ऑडिट करना सदस्य का दायित्व होगा।

7.9 किसी अधिकृत व्यक्ति के माध्यम से कारोबार करने वाला ग्राहक सिर्फ सदस्य के साथ पंजीकृत होगा। ग्राहक से संबंधित फंड, धनराशि, कॉमोडिटी अथवा वेयर हाउस रशीद सीधे सदस्य तथा ग्राहक के बीच सेटल की जायेंगी। ग्राहक के किसी भी फंड अथवा कॉमोडिटी को किसी अधिकृत व्यक्ति के किसी एकाउंट में ट्रांसफर/डिपॉजिट/क्रेडिट नहीं किया जायेगा।

7.10 कॉन्ट्रैक्ट नोट, स्टेटमेंट फंडों तथा कॉमोडिटियों आदि जैसे सभी दस्तावेजों को सदस्य द्वारा ग्राहक को जारी किया जायेगा। अधिकृत व्यक्ति दस्तावेजों की प्राप्ति तथा सेटलमेंट में प्रशासनिक सहयोग दे सकता है, किंतु वह अपने नाम से ग्राहक को कोई दस्तावेज जारी नहीं कर सकता।

7.11 अधिकृत व्यक्ति की तरफ से होने वाली किसी भी अनियमितता की स्थिति में, सदस्य उसकी मंजूरी को वापस लेने के लिए आवेदन कर सकता है, ग्राहक की शिकायत का समाधान होने तक अधिकृत व्यक्ति की बकाया धनराशि को रोके रख सकता है, अधिकृत व्यक्ति के कार्यक्षेत्र में स्थित ग्राहकों को एलर्ट कर

सकता है, पुलिस में शिकायत दर्ज कर सकता है तथा ग्राहकों तथा बाजार के हितों के रक्षा के लिए सभी प्रमुख फाइलों को अपने कब्जे में ले सकता है।

7.12 सदस्य इस बात को सुनिश्चित करेगा कि अधिकृत व्यक्ति की तरफ से तब तक कोई ऑर्डर अनुपालित नहीं होगा जब तक मामले के अनुसार एक्सचेंज अथवा आयोग द्वारा निर्धारित सभी दस्तावेज इस तरह के सभी ग्राहकों को प्राप्त नहीं हो जाते, इन दस्तावेजों में सदस्य तथा घटक करार (Member and Constituents Agreement), ग्राहक पंजीकरण फॉर्म तथा रिस्क डिस्क्लोजर डॉक्यूमेंट का समावेश है।

7.13 यूनिक क्लॉयंट कोड से संबंधित विवरण को अपलोड करने की जिम्मेदारी सदस्य की होगी तथा अधिकृत व्यक्ति किसी ग्राहक को यूनिक क्लॉयंट कोड सृजित अथवा आर्बाइट नहीं कर सकता।

7.14 ऊपर दिए गये परिच्छेद 7.12 तथा 7.13 में उल्लिखित सभी दस्तावेज एक्सचेंज अथवा आयोग के ऑडिट अथवा निरीक्षण हेतु जरूरत पड़ने पर कभी भी सदस्य के पास उपलब्ध रहेंगे।

8. एक्सचेंज के दायित्व

8.1 कॉमोडिटी एक्सचेंज सभी अधिकृत व्यक्तियों से संबंधित आंकड़े अनुरक्षित रखेगा जिसमें निम्नलिखित विवरणों का समावेश होगा :

- a) अधिकृत व्यक्ति का पैन नं. तथा भागीदारी अथवा कॉर्पोरेट के मामले में फोटो ग्राफ सहित सभी भागीदारों अथवा निदेशकों के पैन नं., को - ऑपरेटिव सोसायटी के प्रबंध समिति/प्रबंध निकाय के सभी सदस्यों/निदेशकों के फोटोग्राफ सहित उनके पैन नं.।
- b) उस सदस्य का विवरण जिसके साथ अधिकृत व्यक्ति पंजीकृत है।
- c) अधिकृत व्यक्ति को दी गई शाखा की अवस्थिति (लोकेशन).
- d) टर्मिनलों की संख्या तथा प्रत्येक अधिकृत व्यक्ति को दिया गया उनका विवरण .
- e) किसी अधिकृत व्यक्ति की मंजूरी की वापसी.
- f) अधिकृत व्यक्ति के स्टेटस कॉन्स्टीट्यूशन में बदलाव.
- g) अधिकृत व्यक्ति द्वारा फॉरवर्ड कॉन्ट्रैक्ट (रेग्यूलेशन) एक्ट, 1952, आयोग अथवा एक्सचेंज के नियमों, विधानों तथा निर्देशों के उल्लंघन की स्थिति में एक्सचेंज द्वारा किसी सदस्य के खिलाफ की जाने वाली अनुशासनात्मक कार्यवाही।

पूर्व उल्लिखित (a) को छोड़ कर ऊपर दिए गये सभी विवरण कॉमोडिटी एक्सचेंज के वेबसाइट पर उपलब्ध होंगे।

8.2 सदस्य का निरीक्षण किए जाते समय कॉमोडिटी एक्सचेंज उन शाखाओं का भी निरीक्षण कर सकता है जहां अधिकृत व्यक्ति के टर्मिनल स्थित हैं तथा उस शाखाओं के दस्तावेजों की जांच - परख भी कर सकता है।

8.3 ग्राहक तथा अधिकृत व्यक्ति के बीच उत्पन्न होने वाले किसी भी विवाद को ग्राहक तथा सदस्य के बीच उत्पन्न होने वाले विवाद के तौर पर माना जायेगा तथा इस विवाद का समाधान संबद्ध कॉमोडिटी एक्सचेंज द्वारा इसी रूप में किया जायेगा।

8.4 अनुशासनात्मक कार्यवाही अथवा नियामक निर्देशों की वजह से किसी अधिकृत व्यक्ति के निष्कासन की स्थिति में कॉमोडिटी एक्सचेंज एक प्रेस विज्ञप्ति जारी करेगा तथा अपनी वेबसाइट पर निष्कासन अथवा मंजूरी के निरस्तीकरण के वजहों का विवरण देते हुए संबद्ध अधिकृत व्यक्ति का नाम जारी करेगा।

स्थान : नई दिल्ली
तिथि : 29.01.2013

हस्ता./- अपठनीय
मुख्य कार्यकारी अधिकारी
इंडियन कॉमोडिटी एक्सचेंज लि. मुंबई

इंडियन कॉमोडिटी एक्सचेंज लि., मुंबई के उप-विधानों (Bye-laws) में नीचे दिए गये संशोधनों के लिए एक्सचेंज को फॉरवर्ड कॉन्ट्रैक्ट (रेग्यूलेशन) एक्ट, 1952 (1952 के 74) के सेक्शन 12 (1) सहित भारत सरकार के वाणिज्य तथा उद्योग मंत्रालय द्वारा 4 मई, 1960 को जारी अधिसूचना क्रमांक. S.O.1162 के तहत वायदा बाजार आयोग के उपनिदेशक से 16 अक्टूबर 2012 को मंजूरी प्राप्त है तथा इसको यहां उपरोक्त एक्ट से सेक्शन 12 के सब-सेक्शन 2 के तहत अधिसूचित किया जा रहा है।

संशोधन

अध्याय 18

निवेशक (ग्राहक) सुरक्षा निधि (फंड)

1. एक्सचेंज एक निवेशक (ग्राहक) सुरक्षा निधि (फंड) की स्थापना तथा अनुरक्षण करेगा जिसका संचालन तथा संरक्षण इंडियन कॉमोडिटी एक्सचेंज लि. इर्वेस्टर (क्लायंट) प्रोटेक्शन फंड ट्रस्ट द्वारा किया जायेगा।

2. निधि के उद्देश्य:

इस निधि के निम्नलिखित उद्देश्य हैं -

- एक्सचेंज के सदस्य द्वारा डिफॉल्ट की स्थिति में उत्पन्न होने वाले वैध दावों के संदर्भ में निवेशकों/ग्राहकों के हितों का संरक्षण तथा
- इस निधि में डाली गई राशि पर प्राप्त होने वाली ब्याज राशि से वायदा बाजार आयोग तथा/अथवा एक्सचेंज द्वारा लिए गये निर्णय के अनुसार समय - समय पर निवेशक/ग्राहक शैक्षिक, जागरूकता तथा शोध तथा अन्य कार्यक्रमों का आयोजन करना।

3. निधि का गठन:

- इस निधि में एक्सचेंज का वह योगदान शामिल होगा जिसके संदर्भ में वायदा बाजार आयोग द्वारा समय - समय पर निर्देशित किया जाता है।
- एक्सचेंज द्वारा समय - समय पर आरोपित सभी जुर्मानों को इस फंड में स्थानांतरित कर दिया जायेगा।
- ब्याज, लाभांश तथा अन्य आय जो इस निधि से होने वाले निवेशों से प्राप्त होते हैं।
- इस निधि के निवेश से प्राप्त अनुवृद्धि (accretion) .

e) निधि में शामिल कोई अन्य धनराशि अथवा परिसंपत्ति.

f) एक्सचेंज द्वारा समय - समय पर निर्धारित व्यवस्था के अनुसार एक्सचेंज के सदस्य से प्राप्त कोई योगदान

एक्सचेंज को निधि में कमी होने की स्थिति में अपने विवेक से समय - समय पर सदस्यों से अतिरिक्त योगदान मांगने का अधिकार होगा।

एक्सचेंज यह सुनिश्चित करेगा कि यह फंड एक्सचेंज के फंड से पृथक् रूप से अनुरक्षित किया जाये तथा एक्सचेंज के किसी दायित्व का भार इस पर न हो।

4. फंड का प्रबंधन:

इस निधि के प्रबंधन का पूर्ण दायित्व ट्रस्टियों (न्यासियों) पर होगा। वर्ष में तीन बार ट्रस्टियों की बैठक होगी तथा इनकी एक बैठक से दूसरी बैठक में चार माह से अधिक का अंतर नहीं होगा। कोई भी उपस्थित तीन ट्रस्टी, ट्रस्टियों की बैठक के गणपूर्ति (कोरम) के तौर पर मान्य होंगे। हर ट्रस्टी का एक मत होगा बहुमत का निर्णय मान्य होगा।

5. निधि के लेखे (Accounts) तथा अंकेक्षण (Audit):

जब तक एक्सचेंज का संचालक मंडल कोई अन्य निर्देश नहीं देता तब तक इस निधि के लेखों की तैयारी तथा अनुरक्षण का कार्य एक्सचेंज के लेखे के एक अंश के तौर पर ही किया जायेगा तथा इसका अंकेक्षण भी एक्सचेंज के लेखे के एक अंश के तौर पर ही होगा।

6. निधि में एक्सचेंज का योगदान:

यह विषय वायदा बाजार आयोग के निर्देशों के अधीन है तथा एक्सचेंज वायदा बाजार आयोग से 'कोई अन्य निर्देश मिलने तक नीचे दी जा रही व्यवस्था के अनुसार योगदान करेगा;

- a) किसी वित्त वर्ष में एक्सचेंज के सदस्यों पर लागू टर्नओवर शुल्क के 1% के बराबर की राशि अथवा 25 लाख रु., इनमें से जो कम हो.
- b) प्रशानिक खर्च की कटौती के बाद लागू तथा उगाहे गये समस्त जुर्मानों का योग जो कुल लागू तथा उगाहे गये जुर्माने के 10 % से अधिक न हो अथवा वायदा बाजार आयोग द्वारा समय - समय पर निर्धारित व्यवस्था के अनुसार.
- c) एक्सचेंज का संचालक मंडल अपने विवेक से अन्य स्रोतों के माध्यम से भी इस निधि में योगदान कर सकता है।

7. सदस्यों द्वारा इस निधि में योगदान:

एक्सचेंज का प्रत्येक सदस्य एक्सचेंज द्वारा समय - समय पर निर्धारित व्यवस्था के अनुसार इस निधि में समय - समय पर अपना योगदान करेगा.

8. दावे की सीमा:

- a) एक्सचेंज, ट्रस्ट के परामर्श से उचित मुआवजे की सीमा के निर्धारण के लिए स्वतंत्र होगा। यद्यपि कि एक्सचेंज के किसी सदस्य द्वारा डिफॉल्ट की स्थिति में किसी निवेशक/ग्राहक के किसी एक दावे की अधिकतम मुआवजा राशि 2 लाख रु. होगी।

- b) चुकाया जाने वाला मुआवजा ग्राहक/निवेशक को चुकाये जाने वाले वास्तविक राशि से अधिक नहीं हो सकता जो एक्सचेंज तथा वायदा बाजार आयोग द्वारा समय - समय पर निर्धारित अधिकतम सीमा के अधीन है। मुआवजे की राशि में से निवेशक/ग्राहक को प्राप्त या प्राप्त होने वाली ऐसी किसी भी राशि अथवा अनुलाभ को, जो उसको किसी स्रोत से घाटे की कटौती में प्राप्त होती है तथा निवेशक/ग्राहक द्वारा डिफॉल्टर सदस्य को चुकाई जाने वाली राशि को घटा दिया जाता है।
- c) प्रत्येक डिफॉल्टर सदस्य के खिलाफ क्लेम की जाने वाली मुआवजे की राशि अधिकतम 25 लाख रु. अथवा एक्सचेंज द्वारा वायदा बाजार आयोग की पूर्व अनुमति से समय - समय पर निर्धारित सीमा से अधिक नहीं हो सकती।

एक्सचेंज अपनी वेबसाइट पर जारी परिपत्रों तथा प्रेस विज्ञप्ति के माध्यम से मुआवजे की अधिकतम सीमा तथा इसमें होने वाले किन्हीं बदलावों के संदर्भ में सार्वजनिक सूचना जारी करेगा।

9. इस निधि से मुआवजा प्राप्त करने के पात्र व्यक्ति

निवेशकों/ग्राहकों के केवल वैध दावों के लिए ही इस निधि से मुआवजा दिया जायेगा। किसी सदस्य अथवा उसके अधिकृत व्यक्ति (पूर्व में सब - ब्रोकर के तौर पर पहचाने जाने वाले) अथवा फ्रैंचाइजी अथवा अन्य किसी नाम अथवा पारिभाषिक शब्दावली से पहचाने जाने वाले किसी बाजार मध्यस्थ को इस निधि से मुआवजा प्राप्त करने का हक नहीं होगा।

10. निधि के तहत मान्य दावे

एक्सचेंज के नियमों तथा विधानों के अधीन, इस निधि का उपयोग ऐसे किसी निवेशक/ग्राहक के वैध दावों के मुआवजे के लिए किया जायेगा जिसको एक्सचेंज के माध्यम से किए गये कारोबार के दौरान एक्सचेंज के किसी सदस्य को एक्सचेंज के नियमों के तहत डिफॉल्टर घोषित कर दिए जाने से घाटा उठाना पड़ा है, इस स्थिति में :-

- किसी डिफॉल्टर सदस्य के खिलाफ 90 दिनों की निर्धारित अवधि (एक्सचेंज द्वारा अधिसूचित) के दौरान प्राप्त दावे को इस फंड से मुआवजे के लिए संज्ञान में लिया जायेगा।
- यदि निर्धारित समय - सीमा की समाप्ति के तीन वर्षों के अंदर कोई वैध दावा उत्पन्न होता है तो इस पर विचार करना ट्रस्ट के विवेकाधीन होगा।
- एक्सचेंज के नियमों तथा विधानों के तहत एक्सचेंज के माध्यम से निवेशकों/ग्राहकों तथा किसी सदस्य (जिसको डिफॉल्टर घोषित कर दिया गया है) के बीच हुए किसी सौदे के मामले में सीधा दावा उत्पन्न होता है।
- यदि कॉमोडिटी फ्यूचर्स कॉन्ट्रैक्टों में किए गये सौदों को एक्सचेंज द्वारा पहले ही सेटल किया जा चुका है किंतु डिफॉल्टर सदस्य द्वारा संबद्ध निवेशक/ग्राहक के पक्ष में इन कॉन्ट्रैक्टों से संबंधित दायित्वों को पूरा नहीं किया गया है, तथा
- दावा एक्सचेंज द्वारा समय - समय पर निर्धारित की जा सकने वाली अन्य शर्तों को पूरा करता है।

11. मुआवजे के लिए अमान्य दावे:

एक्सचेंज का संचालक मंडल अथवा डिफॉल्टर्स समिति/अनुशासनात्मक कार्यवाही समिति/ अनुशासनात्मक कार्यवाही समिति/एक्सचेंज अथवा ट्रस्ट के ट्रस्टियों की अनुशासनात्मक कार्यवाही समिति निम्नलिखित स्थितियों में मुआवजे के लिए किए गये दावों पर विचार नहीं करेगा:

- ऐसी कॉमोडिटीयों के कॉन्ट्रैक्ट जिनमें कारोबार की अनुमति नहीं है अथवा जो एक्सचेंज के नियमों और विधानों के तहत प्रारूपित नहीं हैं अथवा उनके अंतर्गत नहीं आते अथवा ऐसे

कॉन्ट्रैक्ट जिनमें दावेदार ने एक्सचेंज द्वारा लागू मार्जिनों (जिसमें इनीशियल मार्जिन, वीएआर, टेंडर पीरियड मार्जिन, डिलिवरी पीरियड मार्जिन, स्पेशल/एडीशनल मार्जिन आदि का समावेश है) का भुगतान नहीं किया है अथवा मार्जिन के अपवंचन में डिफॉल्टर सदस्य के साथ सांठ - गांठ की है, अथवा

- b) पूर्व सौदों से संबंधित कोई बकाया शेष अथवा बकाया अंतर (outstanding difference) जिनके संदर्भ में एक्सचेंज के नियमों तथा शर्तों के तहत निर्धारित प्रक्रिया के आधार पर उचित समय पर दावा नहीं किया गया है तथा/अथवा जो वास्तविक राशि के पूर्ण या आंशिक भुगतान के लिए किए जाने वाले किसी सेटलमेंट करार के दिन बकाया देय बन जाते हैं, अथवा
- c) प्रत्याभूति या बिना प्रत्याभूति वाला ऋण, अथवा
- d) पोर्ट फोलियो प्रबंधन सेवार्य, अथवा
- e) कपटपूर्ण अथवा झूठे सौदे।

12. विनिर्दिष्ट की जाने वाली प्रक्रिया: एक्सचेंज/ट्रस्टियों को वायदा बाजार आयोग के समय - समय पर जारी दिशानिर्देशों के अधीन इस अध्याय के प्रावधानों को लागू करने की प्रक्रिया के निर्धारण का अधिकार होगा इसके साथ ही उनको इस अध्याय के प्रावधानों को लागू करने में आने वाली किन्हीं समस्याओं के समाधान के लिए स्पष्टीकरण तथा निर्देश जारी करने का भी अधिकार होगा।

13. डिफॉल्टर्स समिति/अनुशासनात्मक कार्यवाही समिति द्वारा दावों की जांच:

एक्सचेंज इन दावों को डिफॉल्टर्स समिति/ अनुशासनात्मक कार्यवाही समिति द्वारा निर्धारित प्रक्रिया के तहत संसाधित (process) करेगा तथा उन दावों की जांच करेगा और यदि दावेदार के दावों को एक्सचेंज के नियमों और विधानों के तहत पारित पंच फैसले (arbitration award) से समर्थन नहीं मिलता तो डिफॉल्टर्स समिति/ अनुशासनात्मक कार्यवाही समिति द्वारा प्राप्त इस प्रकार के प्रत्येक दावे को सर्वप्रथम पंच निर्णय (arbitration) के लिए निर्धारित नियमों के तहत दावे के निर्धारण के लिए पंच निर्णय के लिए अग्रसारित कर दिया जायेगा। ग्राहक के पक्ष में पंच निर्णय आने तथा दायित्व के अंतिम रूप से निर्धारित हो जाने की स्थिति में यदि डिफॉल्ट करने वाले सदस्य की परिसंपत्तियां मान्य दावे को पूरा करने के लिए अपर्याप्त हैं तो डिफॉल्टर्स समिति/ अनुशासनात्मक कार्यवाही समिति संबद्ध दावे को अपनी सिफारिशों के साथ ट्रस्ट को अग्रसारित कर देगी। यदि निर्धारित 90 दिन की समाप्ति के तीन सालों के अंदर कोई वैध दावा उत्पन्न होता है तो इस दावे पर ट्रस्टियों (न्यासियों) के विवेक से डिफॉल्टर्स समिति/ अनुशासनात्मक कार्यवाही समिति द्वारा कार्यवाही की जायेगी।

14. दावे तथा भुगतान के स्वरूप का निर्धारण:

ट्रस्टियों को मुआवजों के दावों के स्वरूप तथा वास्तविकता के जांच के तरीकों तथा प्रक्रियाओं को निर्धारित करने का पूर्ण विवेकाधिकार होगा तथा वे अपने स्वविवेक से इन दावों को स्वीकार या अस्वीकार कर सकेंगे अथवा इनके संदर्भ में आंशिक या पूर्ण भुगतान की मंजूरी दे सकेंगे, जो यहां वर्णित निर्धारित अधिकतम सीमा के अधीन है। ट्रस्टी सिर्फ उन दावों को स्वीकार करेंगे जिनको डिफॉल्टर्स समिति/ अनुशासनात्मक कार्यवाही समिति अथवा एक्सचेंज के इन्वेस्टर्स ग्रीविंस डिवीजन/समिति/ अनुशासनात्मक कार्यवाही समिति द्वारा स्वीकार किया गया है तथा जिनकी भरपाई डिफॉल्टर सदस्य के परिसंपत्तियों से नहीं हो सकती है। यदि ट्रस्टी दावे की वास्तविकता से संतुष्ट नहीं हैं तो वे उसको अस्वीकार कर सकते हैं तथा इस संदर्भ में कारणों का विवरण देते हुए निवेशक/ग्राहक को सूचित कर सकते हैं। ट्रस्टी दावेदार के दावे की वैधता के निर्धारण के लिए एक्सचेंज की पंचाट प्रणाली (arbitration mechanism) को अपना सकते हैं। इसके अलावा ट्रस्टी दावेदार को किए जाने वाले भुगतान को मंजूर तथा जारी करने के पहले डिफॉल्टर्स समिति/ अनुशासनात्मक कार्यवाही समिति की सलाह भी मांग सकता है।

15. ट्रस्टियों का निर्णय अंतिम तौर पर मान्य होगा:

किसी दावे के सेटलमेंट तथा इससे संबंधित अन्य मुद्दों पर ट्रस्टियों का निर्णय अंतिम तौर पर मान्य तथा दावेदार पर बाध्यकारी होगा। दावेदार एक हलफनाम पर हस्ताक्षर करेगा जिसमें वह ट्रस्टियों के निर्णय को अंतिम तौर पर मानने की घोषणा करेगा।

16 अपील:

यदि किसी दावे को डिफॉल्टर्स समिति/ अनुशासनात्मक कार्यवाही समिति द्वारा स्वीकार नहीं किया जाता अथवा ट्रस्टियों द्वारा निरस्त कर दिया जाता है तो दावेदार इस संदर्भ में एक्सचेंज के संचालक मंडल अथवा इस उद्देश्य से गठित एक्सचेंज के संचालक मंडल की किसी उप - समिति के समक्ष पंच फैसले की कार्यवाही के साथ - साथ सभी दस्तावेजों, अभिवचन (pleadings) सहित अपील कर सकता है।

एक्सचेंज का संचालक मंडल अथवा एक्सचेंज के संचालक मंडल की कोई उप - समिति सिर्फ इसलिए दावे को स्वीकार करने अथवा उसके लिए भुगतान के निर्देश जारी करने के लिए बाध्य नहीं होगी कि निवेशक/ग्राहक के पक्ष में एक पंच निर्णय (arbitration award) परित हुआ है अथवा पंच निर्णय सदस्य की सहमति से पास हुआ है अथवा सदस्य निवेशक/ग्राहक के दावों का विरोध नहीं कर रहा है।

एक्सचेंज के संचालक मंडल अथवा उसकी किसी उपसमिति को दावेदार के दावों की जांच के लिए दावेदार निवेशक/ग्राहक से उसके दावे की पुष्टि के लिए अन्य जरूरी सूचनाओं तथा दस्तावेजों को पेश करने के लिए निर्देश देने का अधिकार होगा तथा वह इस तरह की सूचनाओं तथा दस्तावेजों को पेश न किए जा सकने की स्थिति में दावे को निरस्त भी कर सकता है।

17. डिफॉल्टर की परिसंपत्तियों पर चार्ज:

निधि से बाहर किसी धन राशि का भुगतान करने पर संबंधित डिफॉल्टर सदस्य तत्काल 2% प्रतिमाह ब्याज के साथ (अथवा एक्सचेंज द्वारा समय-समय पर निर्धारित दर पर) फंड को उस राशि का पुनर्भुगतान करेगा। निधि के हितों को ध्यान में रखते हुए डिफॉल्टर सदस्य की कहीं भी तथा किसी भी रूप में प्रत्याभूति के तौर पर रखी गई सभी संपत्तियों तथा आस्तियों पर पहला हक एक्सचेंज का होगा (यह नियम सिर्फ एक्सचेंज के नियमों तथा विधानों के तहत सेटलमेंट गारंटी फंड के पक्ष में संपत्तियों को भारित (Charge) किए जाने के नियम के अधीन होगा) जिसका उपयोग निर्धारित धन राशि के पुनर्भुगतान तथा उस पर 2% प्रतिमाह की दर से लागू ब्याज (अथवा एक्सचेंज द्वारा समय-समय पर निर्धारित दर पर) को चुकाने के लिए होगा। यह नियम सिर्फ डिफॉल्टर सदस्य द्वारा डिफॉल्टर घोषित किए जाने के दिन के पहले उन संपत्तियों पर सृजित किसी अन्य भार, चार्ज अथवा उनको बंधक रखे जाने के विषय के अधीन है।

18. एक्सचेंज के संचालक मंडल द्वारा की जाने वाली कार्यवाही:

डिफॉल्टर सदस्य द्वारा फंड को चुकाई जाने वाली किसी भी धन राशि की वसूली के लिए एक्सचेंज के संचालक मंडल तथा/अथवा इसके प्रबंधनिदेशक/मुख्य कार्यकारी अधिकारी को डिफॉल्टर सदस्य, उसकी संपत्ति तथा ऐसे किसी भी व्यक्ति के खिलाफ अपने विवेक से उचित कार्यवाही का अधिकार होगा जिसके द्वारा डिफॉल्टर सदस्य को कोई भुगतान किया जाना है जिसमें डिफॉल्टर सदस्य की किसी संपत्ति की पूर्ण या आंशिक बिक्री का विकल्प भी शामिल है, किंतु यह सिर्फ यहीं तक सीमित नहीं है।

19. दावे से वैधानिक प्रक्रिया प्रभावित नहीं होगी:

मामले के अनुसार ट्रस्टियों अथवा एक्सचेंज के संचालक मंडल द्वारा किसी दावे के निरस्तीकरण अथवा आंशिक स्वीकारोक्ति अथवा किसी ग्राहक दावेदार को किसी मुआवजे की मंजूरी, उस ग्राहक को डिफॉल्टर सदस्य के खिलाफ किसी न्यायालय में बकाये की वसूली अथवा अन्य आधारों पर वाद दायर करने से

प्रतिबंधित नहीं करता। इस स्थिति में निवेशक/ग्राहक के डिफॉल्टर सदस्य के खिलाफ किए गये नेट क्लेम (शुद्ध दावे) में से उसके द्वारा फंड से प्राप्त मुआवजे को घटा दिया जायेगा।

20. फंड का निवेश:

ट्रस्टी, निधि तथा इसके निवेशों का संचालन ट्रस्ट के नियमों के अनुसार अपने विवेक से तथा तत्कालीन तौर पर लागू कानूनी रूप से मान्य नियमों के तहत करेंगे। फंड की निवेश गतिविधियों का संचालन किन्हीं दो ट्रस्टियों के द्वारा किया जायेगा जिनको निधि के खाते के संचालन का अधिकार होगा तथा वे निधि से संबंधित निवेशों को बेच, हस्तांतरित अथवा घटा-बढ़ा सकेंगे।

21. एक्सचेंज के संचालक मंडल द्वारा ब्याज का उपयोग:

एक्सचेंज का संचालक मंडल ट्रस्ट की मंजूरी के अधीन सिर्फ निधि पर उपार्जित आय को निवेशकों के लिए शैक्षिक तथा जागरूकता कार्यक्रमों के आयोजन तथा वायदा बाजार आयोग द्वारा मंजूर अन्य आयोजनों पर खर्च कर सकेगा। निधि की प्रधान राशि को इस उद्देश्य से उपयोग में नहीं लाया जा सकेगा।

22. अनधिकृत प्राप्तकर्ता द्वारा पुनर्भुगतान:

अगर इस निधि से किसी दावे से संबंधित भुगतान कर दिया गया है तथा बाद में पता चलता है कि भुगतान प्राप्तकर्ता किसी कारण से इस तरह की दावा राशि को प्राप्त करने का पात्र नहीं था तो उक्त प्राप्तकर्ता को तत्काल उस राशि को 2 % प्रति माह ब्याज के साथ (अथवा उस ब्याज दर के आधार पर जो एक्सचेंज द्वारा समय - समय पर निर्धारित की जाती है) निधि को वापस करना होगा। यह ब्याज इस तरह के भुगतान के प्राप्त होने की तिथि से इसके पुनर्भुगतान की तिथि तक लागू होगा।

23. निधि का प्रशासनिक लागत/व्यय:

इस निधि के सृजन, प्रशासन तथा प्रबंधन पर ट्रस्टियों द्वारा किए जाने वाले व्यय जिसमें निम्नलिखित मद शामिल हैं -

- a. ट्रस्टियों की सिटिंग फीस (बैठक शुल्क), परिवहन तथा अन्य व्यय,
- b. ट्रस्ट के कर्मचारियों का वेतन/पारिश्रमिक,
- c. अंकेषकों (ऑडिटरों), चार्टर्ड एकाउंटेंटों, कानूनी सलाहकारों, वकीलों की फीस,
- d. ट्रस्ट की संपत्ति, आय, वसूली, निवेश, योगदान तथा सेवाओं पर लागू सभी महसूल, कर, उपकर, मूल्यांकनों, देय राशियाँ तथा शुल्कों आदि के भुगतान पर आने वाला खर्च,
- e. ट्रस्ट के बीमित हो सकने वाले चल तथा अचल संपत्ति के बीमा के लिए चुकाया जाने वाला प्रीमियम,
- f. निम्नलिखित उद्देश्यों से किया गया व्यय -

- I. निवेशकों को मुआवजे के लिए दावा करने हेतु आमंत्रित करना,
- II. दावे का निपटान, विज्ञापन, प्रशिक्षण, पुस्तकों का संकलन तथा प्रकाशन, कॉमोडिटी डेरीवेटिव्स मार्केट पर प्राकाशित की जाने वाली पत्र - पत्रिकाएँ।
- g. फंड के लक्ष्यों के तहत उसके संपत्तियों के प्रबंधन तथा उसके प्रशासन पर आने वाले अन्य सभी लागतों, शुल्कों तथा व्यय का भुगतान इस निधि से किया जायेगा।

24. निधि को निवेश से होने वाला घाटा:

अगर निधि को अपने निवेश पर, बिना किसी सदस्य, उप- समिति के सदस्य अथवा किसी ट्रस्टी द्वारा जान-बूझ कर किए गये घोटाले या डिफॉल्ट के, बाजार परिस्थितियों की वजह से घाटा होता है या उसके निवेश के

मूल्य में हास होता है तो उसका वहन निधि द्वारा किया जायेगा तथा एक्सचेंज के सदस्यों अथवा उप- समिति के सदस्यों अथवा ट्रस्टियों को इस वजह से कोई जबाबदेही नहीं उठानी होगी, किंतु यदि यह घाटा किसी सदस्य, उप-समिति के सदस्य अथवा ट्रस्टी द्वारा जान-बूझ कर गलत मंशा से की गई किसी गतिविधि से होता है तो इसके लिए जिम्मेदार व्यक्ति वैयक्तिक तौर पर नुकसान या हास के लिए जबाबदेह होगा तथा अन्य व्यक्ति जो इस घोटाले में शामिल नहीं हैं, वे इसके लिए जबाबदेह नहीं होंगे।

25. सचिवालय:

एक्सचेंज निधि/ट्रस्ट के लिए सचिवालय की व्यवस्था करेगा।

26. क्षतिपूर्ति:

यह निधि ट्रस्टियों के खिलाफ दाखिल किए गये सभी दावों, वादों, कार्यवाहियों आदि के संदर्भ में होने वाले व्यय का वहन करेगा किंतु ट्रस्टियों के दुराग्रहपूर्ण जान बूझ किए गये डिफॉल्ट अथवा घोटाले की स्थिति में निधि कोई जिम्मेदारी वहन नहीं करेगा।

27. पत्राचार:

एक्सचेंज तथा/और ट्रस्टी तब तक किसी संवाद के प्रत्युत्तर के लिए बाध्य नहीं होंगे जब तक वह लिखित तौर पर नहीं किया गया हो, संवाद करने वाले की पहचान तथा पता उल्लिखित न हो तथा उसको अपने हस्ताक्षर के साथ संवाद स्थापित करने वाले व्यक्ति द्वारा मूल रूप में सब्मिट न किया गया हो।

28. फंड का दायित्व:

इस निधि का दायित्व उसके पास उपलब्ध फंड से अधिक नहीं हो सकता तथा अपर्याप्त फंड की स्थिति में किसी अचुकता दावे के संबंध में एक्सचेंज/ट्रस्ट/ट्रस्टी उत्तरदाई नहीं होगा/होंगे तथा इस संदर्भ में निवेशक/ग्राहक डिफॉल्टर घोषित सदस्य के खिलाफ अग्रिम कार्यवाही कर सकता है।

29. एक्सचेंज के भंग होने की स्थिति में फंड का उपयोग:

एक्सचेंज के भंग किए जाने की स्थिति में ट्रस्ट के पास रखे उपयोग में न लाये गये धन राशि को वायदा बाजार आयोग को हस्तांतरित कर दिया जायेगा। इस स्थिति में संबद्ध धन राशि को एक पृथक खाते में रखा जायेगा तथा वायदा बाजार आयोग इसके ट्रस्टी के रूप में काम करेगा। इस फंड को निवेशकों/ग्राहकों की शिक्षा, जागरूकता, शोध तथा ऐसे कार्यक्रमों के लिए उपयोग में लाया जायेगा जिनका निर्धारण समय-समय पर वायदा बाजार आयोग द्वारा किया जाता है।

30. निधि का स्वनिर्णयगत (Discretionary) स्वरूप:

यह निधि स्वनिर्णयगत स्वरूप की होगी तथा ट्रस्ट/ट्रस्टी अथवा एक्सचेंज पर किसी डिफॉल्टर सदस्य के ऋण की वसूली तथा /अथवा इस अध्याय में उल्लिखित व्यवस्था के अनुसार फंड से भुगतान करने का कोई कानूनी दायित्व नहीं होगा।

31. हस्तांतरण (Assignment) पर प्रतिबंध

इस निधि को किसी सदस्य का योगदान निधि पर भारित ऋण के तौर नहीं होगा तथा किसी भी सदस्य को फंड में किए गये अपने योगदान को किसी भी तरीके से हस्तांतरित करने अथवा निर्दिष्ट करने का अधिकार नहीं होगा।

32. निधि पर किसी अन्य प्राधिकारी के निर्देश पर दावा:

निधि पर किसी अन्य प्राधिकारी के निर्देश पर दावा वायदा बाजार आयोग के माध्यम से हो सकता है।

33. सदस्यता की समाप्ति अथवा निलंबन से सदस्य के दायित्वों पर प्रभाव नहीं :

सदस्यता की समाप्ति अथवा निलंबन से फंड के प्रति सदस्य के पूरे न किए गये दायित्व समाप्त नहीं हो जाते अथवा उनकी प्रभाविता कम नहीं होती।

34. फंड को भुगतान न किए जाने की स्थिति में की जाने वाली कार्यवाही:

अगर कोई सदस्य निधि को अपने लिए निर्धारित किसी धनराशि का भुगतान नहीं कर पाता है तो एक्सचेंज का संचालक मंडल ऐसे सदस्य के खिलाफ अपने विवेक से उचित कार्यवाही कर सकता है जिसमें एक्सचेंज की सदस्यता से निष्कासन, पंजीकरण का निरस्तीकरण, निलंबन, फाइन लगाना तथा डिफॉल्टर घोषित किया जाना आदि शामिल है।

35. किसी धन राशि को वापस मांगने का ट्रस्ट का अधिकार:

1) एक्सचेंज के नियमों तथा विधानों में अन्यत्र कहीं कुछ भी घोषित किए जाने के बावजूद यदि ट्रस्ट को विश्वास है कि कोई लेन-देन -

(a) जाली है, अथवा

(b) सदस्यों के डिफॉल्ट से संबंधित एक्सचेंज के किन्हीं नियमों तथा विधानों के तहत प्रतिबंधित है, अथवा

(c) डिपॉजिट अथवा लोन भुगतान अथवा पुनर्भुगतान से संबंधित है अथवा त्रुटि पूर्ण तरीके से चुकाया गया है तो ट्रस्ट को इस तरह की धनराशि को वापस लेने का हक होगा।

(2) ट्रस्ट ऐसी स्थिति में किसी राशि को वापस मांगने का अंतिम निर्णय लेने के कम से कम सात दिन पहले संबद्ध व्यक्ति को उसका पक्ष सुनने के लिए एक अवसर देने हेतु लिखित नोटिस जारी करेगा।

(3) किसी राशि को वापस लिया जाये या नहीं यह निश्चित करने के लिए ट्रस्ट को वर्तमान परिस्थितियों, एक्सचेंज में कारोबार के सामान्य तौर-तरीकों, डिफॉल्टर सदस्य तथा दावेदार के बीच के संबंधों, सौदे से संबंधित कॉन्ट्रैक्ट की मात्रा तथा कीमत, अन्य समरूप सौदों तथा अन्य किन्हीं ऐसे मामलों को विचार में लेने का हक होगा जिनको ट्रस्ट प्रासंगिक समझता है।

36. पंच फैसला (Arbitration) :

एक तरफ डिफॉल्टर्स समिति/अनुशासनात्मक कार्यवाही समिति/एक्सचेंज अथवा एक्सचेंज का संचालक मंडल तथा दूसरी तरफ एक डिफॉल्टर सदस्य के बीच डिफॉल्टर सदस्य द्वारा निधि को चुकाए जाने वाले किसी धनराशि के मामले में उत्पन्न किसी दावे, विवाद अथवा विभेद की स्थिति में मामले को एक्सचेंज के प्रबंधनिदेशक/मुख्य कार्यकारी अधिकारी के पंच फैसले के लिए अथवा एक्सचेंज के आर्बिट्रेशन पैनल में शामिल किसी ऐसे व्यक्ति के पास पंच फैसले के लिए प्रेषित किया जायेगा जिसको एक्सचेंज का प्रबंधनिदेशक/मुख्य कार्यकारी अधिकारी इस उद्देश्य से मनोनीत करता है।

स्थान : नई दिल्ली

तिथि : 29.01.2013

हस्ता./- अपठनीय

मुख्य कार्यकारी अधिकारी

इंडियन कॉमोडिटी एक्सचेंज लि. मुंबई

जस इन्फ्रास्ट्रक्चर एण्ड पावर लिमिटेड

बांका (बिहार), पिन-813104

जस इन्फ्रास्ट्रक्चर एण्ड पावर लिमिटेड पंजीकृत कार्यालय - इनिशियलिया टावर, इ० एन० - 1, तीसरा तल्ला, सेक्टर - 5, साल्ट लेक सिटी, कोलकता - 700091 में है, विद्युत पारेषण के लिए विद्युत परिकारणों के व्यवस्थापन और काम समन्वय के लिए आवश्यक समाचार व्यवस्था के उत्थान के लिए सरकार से निर्माण, निर्वाह किए जाने अथवा निर्माण और निर्वाह किए जाने के लिए विद्युत एक्ट, 2003, की धारा-164 में उपलब्ध सारे अधिकार पाने के लिए भारत सरकार की अनुमति प्राप्ति के लिए दसख्वास्त करने जा रहे/कर चुके हैं और वे निम्न सूचित किए गए पारेषण व्यवस्था के सर्वेक्षण, निर्माण, निरीक्षण, उत्थान व प्रवर्तन में लाना, परिचालन अथवा अन्य कार्यक्रम और काम अधिग्रहण करेंगे।

पारेषण योजना का नाम :- जस इन्फ्रास्ट्रक्चर एण्ड पावर लिमिटेड से 400 के० वी० सर्किट डबल स्ट्रींग पारेषण लाइन द्वारा पावर इवैकुएशन।

योजना के अन्तर्गत कार्य :-

1. जे० आइ० पी० एल०, एस० टी० पी० पी० - बांका 400 के० वी० डबल सर्किट लाइन (29 कि० मी०) ट्रीपल स्नोवर्ड कंडक्टर के साथ।

2. 2 न० 400 के० वी० प्रत्येक लाइन वे बांका पावरग्रीड एवं जे० आइ० पी० एल० एस० टी० पी० पी० में होगी।

इस योजना के अंतर्गत कवर की गई पारेषण लाईन निम्नलिखित गांवों और शहरों के उपर से वे इनके इर्द-गिर्द गुजरेंगी :-

क्र.	गाँव का नाम	मण्डल	जिला	क्र.	गाँव का नाम	मण्डल	जिला	क्र.	गाँव का नाम	मण्डल	जिला
1.	खदहरा	बांका	बांका	14.	कुरावा	बांका	बांका	27.	हथिया	बाँसी	बांका
2.	मसूदनपुर	बांका	बांका	15.	तेतरी घडीया	बांका	बांका	28.	हरमग्रा	बाँसी	बांका
3.	मिर्जापुर	बांका	बांका	16.	जोला	बांका	बांका	29.	डिहोपर	बाँसी	बांका
4.	कदरापथार	बांका	बांका	17.	कडीया	बांका	बांका	30.	कनीक्रेथ	बाँसी	बांका
5.	बदौना	बांका	बांका	18.	सुधाहा	बांका	बांका	31.	बडी खोरीमोद	बाँसी	बांका
6.	कमनाहा	बांका	बांका	19.	देसड़ा	बांका	बांका	32.	छोटी खोरीमोद	बाँसी	बांका
7.	कुष्माडीह	बांका	बांका	20.	बलारपुर	बांका	बांका	33.	अम्बाली	बाँसी	बांका
8.	छोटी बांका	बांका	बांका	21.	बलारपुर	बांका	बांका	34.	रोझावरण	बाँसी	बांका
9.	बडी बांका	बांका	बांका	22.	सहरना	बांका	बांका	35.	कपनसा	बाँसी	बांका
10.	तिलिया	बांका	बांका	23.	गोस्वामा	बांका	बांका	36.	करमांडांड	बाँसी	बांका
11.	अम्बा	बांका	बांका	24.	बभनगामा	बांका	बांका	37.	हडनियाबाद	बाँसी	बांका
12.	पलियार	बांका	बांका	25.	जबड़ा	बाँसी	बांका	38.	विधासिमर	बाँसी	बांका
13.	सिधालो	बांका	बांका	26.	झरना	बाँसी	बांका				

रूट अलाइनमेंट की प्रति अधोहस्ताक्षरी के कार्यालय में उपलब्ध है, एतद् द्वारा आम जनता को सूचित किया जाता है कि वे इस सूचना के प्रकाशन से दो माह के भीतर अधोलिखित के कार्यालय में लिखित आवेदन देकर प्रस्तावित परियोजना से संबंधित ऑब्जेक्शन/रिप्रेजेंटेशन कर सकते हैं।

अधिक विवरण और स्पष्टीकरण के लिए कृपया सम्पर्क करें : चीफ कन्स्ट्रक्शन मैनेजर

जस इन्फ्रास्ट्रक्चर एण्ड पावर लिमिटेड, जेन सेड, मॉड : मध्य कुरावा,

पो : सिरिया, थाना : कदरी, जिला : बांका (बिहार), पिन - 813 104, फोन : 06424-255040, फैक्स न० - 06424-255044

कृते जस इन्फ्रास्ट्रक्चर एण्ड पावर लिमिटेड
चीफ कन्स्ट्रक्शन मैनेजर

INDIAN COMMODITY EXCHANGE LIMITED**Mumbai.**

The approval of the Deputy Director, Forward Markets Commission, under Section 12(1) of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with the Government of India, Ministry of Commerce and Industry Notification No. S.O.1162 dated 4th May, 1960 has been obtained on the 4th December, 2012 to the following amendments, made to the Bye-laws of the Indian Commodity Exchange Limited, Mumbai and the same is hereby notified under Sub-section 2 of Section 12 of the said Act.

AMENDMENTS**CHAPTER NO. 17****REGULATORY FRAMEWORK FOR AUTHORISED PERSON****Market Access through Authorised Persons****1. Definition:**

"Authorized Person" means and includes any person whether being an individual, (including proprietors), a partnership firm as defined under the Indian Partnership Act, 1932, a Limited Liability Partnership (LLP), as defined under the Limited Liability Partnership Act, 2008, body corporate as defined under the Companies Act, 1956, or a Co-operative Society as defined under the Co-operatives Societies Act, 1912/ Multi State Co-operative Societies Act, 2002/ any other respective State/UT Co-operative Society Act (including federations of such co-operative societies), who is appointed as such by a Member of a recognized Commodity Derivative Exchange upon the approval of such commodity Exchange, for providing access to the trading platform of a Commodity Derivative Exchange, as an agent of the Member of the Commodity Derivative Exchange

2. Appointment of Authorised Person.

- a) Member(s) of Commodity Exchange(s) may appoint one or more Authorized Persons after obtaining specific prior approval from the concerned Commodity Exchange.
- b) The approval as well as the appointment shall be specific for each such Authorized Person.

3. Procedure for appointment

- a) A Member of a Commodity Exchange may apply to the Commodity Exchange, in such format as may be notified by the Commodity Exchange for appointment as "Authorized Person".
- b) On receipt of the application for approval of the appointment an Authorized Person from its Member, the Commodity Exchange may:
 - i. accord approval on satisfying itself that the person is eligible for appointment as Authorized Person, or
 - ii. refuse approval on satisfying itself that the person is not eligible for appointment as Authorized Person.

- c) The Exchange will have the discretion to refuse or withdraw permission if any, granted/to be granted to any Authorized Person at any time without assigning any reason, if the Exchange, in its absolute discretion, considers such refusal withdrawal to be in the interest of the market.

4. Eligibility Criteria

4.1 Individuals

An individual is eligible to be appointed as "Authorised Person" if he:

- a) is a citizen of India;
- b) is not less than 18 years of age;
- c) has not been convicted to any offence involving fraud or dishonesty;
- d) if he has been suspended or barred by any Stock or Commodity Exchange for a period of more than six continuous calendar months, a period of three years must elapse from the date of completion of the period of suspension before he is considered for a reappointment as an Authorized Person.
- e) has a good reputation and character;
- f) has passed at least 10th standard or equivalent examination from an institution recognized by the Central Government/ State Government; and
- g) possesses such certification that may be prescribed by the Commodity Derivative Exchange, as approved as by the Commission from time to time.

4.2 A partnership firm, LLP or a body corporate

A partnership firm, LLP or a body corporate is eligible to be appointed as Authorized Person:

- a) if all the partners or directors, as the case may be, comply with the requirements contained in clause 4.1 above.
- b) the object clause of the partnership deed or of the Memorandum of Association contains a clause 4.1 permitting the person to deal in commodities derivatives contracts.

4.3 A co-operative society shall be eligible to be appointed as an "Authorised Person";

- a. if all the Members/ Directors by whatever name called, of the Managing Committee/ Governing Body comply with the requirements contained in eligibility clause above. However, in respect of clause at 3 (A)(f) above, the Exchange may at their discretion relax the criteria of educational qualifications.
- b. if the object clause of the Memorandum of association of the co-operative society contains a clause permitting the co-operative society to deal in commodity derivatives contracts.

4.4 Infrastructure

The Authorized Person must have necessary Infrastructure, viz., adequate office space, equipment, manpower, and such other infrastructural facilities, which the Exchange may prescribe from time to time, to effectively discharge the activities on behalf of the Member.

5. Conditions of Appointment

- 5.1 On being appointed as an "Authorized Person" of a Member for a particular Commodity Exchange, such person or entity shall not, during continuation being an of Authorized Person of such Member, qualify for becoming Authorized person of any other Member of that Exchange.
- 5.2 No director of a Member (if Member is a company under the Companies Act) or a partner of the Member (if Member is a partnership firm or a LLP) or a Member/Director the Managing Committee/Governing of Body of a Member (if the Member is a co-operative society) shall be eligible to become an "Authorized person" of any other Member of that Commodity Exchange in which its in company, partnership firm, LLP or co-operative society as the case may be, is a Member.

- 5.3 The Authorized Person shall not receive or pay any money or deal in deliveries of commodities in its own name or account. All receipts and payments of money and dealings in commodities shall be in the name or account the concerned of Member.
- 5.4 The Authorized Person shall receive his remuneration- fees, charges, commission, salary, etc. - for his services only from the Member of which it is an "Authorized Person" and he shall not charge any amount under whatever head from the clients of the Member.
- 5.5 All acts of omission and commission of the Authorized person shall be deemed to be those of the Member.
- 5.6 The Member and the "Authorized Person" shall enter into written agreement(s) in the form(s) specified by the concerned Commodity Exchange. The agreement shall, inter alia cover scope of the activities, responsibilities, confidentiality of information, conditions for appointment as "Authorized Persons" as prescribed these guidelines, particulars of remuneration (whether by way of salary, commission, allowance or otherwise), termination clause, etc.
- 5.7 The permission granted by the Exchange any Authorized Person is only to facilitate the Members to trade on the Exchange platform through persons authorized by them and such permission shall not be construed any manner whatsoever to waive, reduce or affect the liability and responsibility of the Member in such matter.

6. Withdrawal of Approval

Approval given to an Authorized Person may be withdrawn by the Commodity Exchange:

- 6.1 on receipt of a request to that effect from the Member or the Authorized Person concerned, subject to compliance with the requirements that may be prescribed by the Commodity Exchange;
- 6.2 on being satisfied that the continuation of the Authorized Person is detrimental to the interests of investors or the commodities market.
- 6.3 on becoming ineligible under clause 4 of these guidelines at a subsequent date.
- 6.4 upon the directions of the Commission.

7. Obligations of the members of the Exchange

- 7.1 The Member shall enter into an agreement prescribed by the Exchange with each of such Authorized Persons after receipt of communication of acceptance of such Authorized Persons by the Exchange.
- 7.2 The Member shall permit the Authorized Person to admit or introduce clients and accept orders from the clients on their behalf only after execution of the Agreement as stated at clause 7.1 above.
- 7.3 The Member shall be responsible for all acts of omission and commission of his Authorized Person and/or their employees, including liabilities arising therefrom.
- 7.4 If any trading terminal is provided by the Member to an "Authorized Person" the place where such trading terminal is located shall be treated as branch office of the Member.
- 7.5 The Member shall display at each such branch office, additional information such as, particulars of Authorized Person in charge of that branch, terms and conditions of his appointment, time lines for dealing through Authorized Person, etc. as may be specified by the Commodity Exchange.
- 7.6 The Members shall notify changes, if any, in the Authorized Person to all registered Clients of that branch atleast 15 days before the change.

- 7.7 The Member shall conduct periodic inspection of the branches assigned to Authorized Persons and records of the operations carried out by them, as prescribed by the Exchange.
- 7.8 It shall be the responsibility of the Member to audit the records of its Authorized Person to ensure that they comply with the Rules, Bye-Laws and Regulations of the Exchange.
- 7.9 The client dealing through an Authorized Person shall be registered with the Member only. The funds, monies commodities or warehouse receipts, as the case may be, of the clients shall be settled directly between the Member and client. No fund or commodities of the clients shall be transferred/deposited /credited into any account of an Authorized Person.
- 7.10 All documents like contract notes, statement funds and commodities etc would be issued by the Member to the client. Authorized Person may provide administrative assistance in procurement of documents and settlement, but shall not issue any document to client in its own name.
- 7.11 On noticing irregularities, if any, in the operations of an Authorized Person, the Member shall forthwith seek withdrawal of approval, withhold all moneys due to Authorized Person till resolution of client grievances, alert clients in the location where Authorized Person operates, file a complaint with the police, and take all measures file as may be required to protect the interest of its clients and the market.
- 7.12 Members shall ensure that no orders are executed at the Authorized person's end before all documents prescribed by the Exchange or the Commission, as the case may be, including Member and Constituents Agreement, Client Registration Form and Risk Disclosure Document are obtained from each such client.
- 7.13 Uploading of details pertaining to the Unique Client Code shall be the responsibility of the Member and the Authorized Person cannot create or allot Unique Client Code to any client.
- 7.14 All documents as mentioned in 7.12 and 7.13 above should be available with the Member for audit and inspection as and when required by the Exchange or the Commission.

8. Obligations of the Exchange

- 8.1 The Commodity Exchange shall maintain a database all the Authorized persons, of which shall. Include the following:
- a) PAN number of Authorized Person and in case of partnership body or corporate, PAN number of all the partners or directors as the case may be along with photographs, PAN number of all the Members/Directors by whatever name called of the Managing Committee /Governing Body of a co-operative society along with photographs.
 - b) Details of the Member with whom the Authorized person is registered.
 - c) Locations of the branch assigned to the Authorized person.
 - d) Number of terminals and their details given to each Authorized person.
 - e) Withdrawal of approval of an Authorized person.
 - f) Change in the status constitution or of Authorized person.
 - g) Disciplinary action taken by the Exchange against any Member for violations of the Forward Contracts (Regulation) Act, 1952, Byelaws, Rules, Regulations and directions of the Commission or the Exchange, as the case may be , by the Authorised Person.

All the above details except (a) above, shall be made available on the web site of the Commodity Exchange.

- 8.2 While conducting the inspection of the Member, the Commodity Exchange may, also conduct an inspection of branches where the terminals of Authorized Persons are located and records of the operation are carried out by them.
- 8.3 Any dispute between a client and an Authorized person shall be treated as a dispute between client and the Member and the same shall be redressed by the concerned Commodity Exchange accordingly.
- 8.4 In case of withdrawal of an Authorized person due to disciplinary action or upon the regulatory directive, the Commodity Exchange shall issue a press release and disseminate the names of such Authorized Persons on its website citing the reason for withdrawal or cancellation of approval.

Sd/- ILLEGIBLE

Place : New Delhi

Date : 29th January 2013

Chief Executive Officer

Indian Commodity Exchange Limited, Mumbai

The approval of the Deputy Director, Forward Markets Commission, under Section 12(1) of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with the Government of India, Ministry of Commerce and Industry Notification No. S.O.1162 dated 4th May, 1960 has been obtained on the 16.10.2012 to the following amendments, made to the Bye-laws of the Indian Commodity Exchange Limited, Mumbai and the same is hereby notified under Sub-section 2 of Section 12 of the said Act.

AMENDEMENTS

CHAPTER : 18

INVESTOR (CLIENT) PROTECTION FUND (FUND)

1. The Exchange shall establish and maintain an Investor (Client) Protection Fund (Fund) to be held in trust by Indian Commodity Exchange Limited Investor (Client) Protection Fund Trust (Trust).

2. Object of the Fund:

The object of the fund shall be

- a) to protect and safeguard the interest of investors/clients, in respect of eligible/ legitimate claims arising out of default of the member of the Exchange, and
- b) to impart investors/client education, awareness, research or such other programmes as may be decided by the Forward Market Commission (FMC) and or the Exchange from time to time out of the interest earned on investments of the Fund.

3. Composition of Fund:

The fund shall consist of,

- (a) such contributions from the Exchange as decided/directed by the FMC, from time to time;
- (b) all penalties levied/ collected by the Exchange and transferred to the Fund, from time to time;
- (c) interest, dividend or other income earned arising from investments of the Fund;
- (d) accretion arising from investments of the Fund;
- (e) any other money or property forming part of the Fund.
- (f) any contribution from the member of the Exchange, as may be stipulated by the Exchange from time to time.

The Exchange shall be further empowered to call from the member such additional contributions as may be required, from time to time, to make up for the short fall if any in the Fund, at the discretion of the Exchange.

The Exchange shall ensure that the funds are well segregated from that of the Exchange and that the Fund is immune from any liability of the Exchange.

4. Management of the Fund:

The Trustees shall have entire control over the management of the Fund. The Trustees shall meet preferably three times during the year and not more than four months shall elapse between two meetings. Any three Trustees present shall constitute a quorum for such meetings. Each Trustee shall have one vote and the decision of the majority shall prevail. In case of equal division, the Chairman shall have a casting vote.

5. Accounts and Audit of the Fund:

Unless the Board of Directors of the Exchange otherwise directs, the accounts of the Fund shall be prepared and maintained as a part of the accounts of the Exchange and shall be audited as a part of the accounts of the Exchange.

6. Contributions to the Fund by the Exchange:

Subject to any further directives or guidelines of FMC the Exchange shall, unless otherwise prescribed by FMC, contribute to the Fund;

- (a) a sum equivalent to 1% of the turnover fee charged from the members of the Exchange or Rs.25,00,000/- (Rupees Twenty five Lacs only) whichever is lower in a financial year;

- (b) a sum of all penalties as and when levied and collected, after deducting the cost of the administration, not exceeding 10 per cent in total of the penalties levied and collected or as may be prescribed by the FMC, from time to time;
- (c) The Board of Directors of the Exchange may also augment the Investor (Client) Protection Fund from such sources as it may deem fit.

7. Contributions to the Fund By the Members:

Every member of the Exchange shall contribute periodically to the Fund, such amounts, as may be determined by the Exchange, from time to time.

8. Threshold limit for claim:

- (a) the Exchange shall be free to fix the suitable compensation limits, in consultation with the Trust. However, the maximum amount of compensation available against a single claim of an investor/Client arising out of default by a member of the Exchange shall be Rs. 2,00,000/- (Rupees two Lakh).
- (b) the compensation payable shall not be more than actual amount payable to an investor/client subject to a maximum limit as decided by the Exchange or FMC from time to time. The amount will be reduced by any amount or other benefits received or receivable by the investor / client from any source in reduction of the loss and by any amount payable by such investor / client to the defaulter member.
- (c) the compensation paid in respect of claims against each Defaulter member shall not exceed Rs.25,00,000/- (Rupees Twenty Five Lakhs only) or any other amount as may be determined by the Exchange, from time to time, with the prior approval of the Forward Markets Commission.

The Exchange shall disseminate the said compensation limit or any change thereof to the public through Press Release and also Circulars issued by the Exchange through its website. However, FMC may review the amount of compensation available against a single claim of a client whenever they deem fit.

9. Persons eligible for compensation from the Fund:

Legitimate claims of investors/ clients shall only be eligible for compensation out of the Fund. No claim of member or his Authorised Person (earlier know as Sub-broker) or Franchisee or any other market intermediary of any name or nomenclature shall be eligible for compensation out of the Fund.

10. Eligible Claims under the Fund:

Subject to the other Rules, Bye-laws and Regulations/Business Rules of the Exchange, the Fund shall be utilized to compensate eligible/legitimate claims of an investor/client who suffered loss in respect of transaction on the Exchange due to a member being declared a defaulter, as per the Rules, Bye Laws and Regulations/Business Rules of the Exchange, where:-

- (a) the claims received against the defaulter member during the specified period of ninety days (as notified by the Exchange), shall be eligible for being considered for compensation from the Fund.

- (b) If any eligible claims arises within three years from the date of expiry of the specified period, such claims will be processed at the discretion of the Trust.
- (c) the claim arises directly in respect of transaction/s executed on the Exchange between the investor/Client and the member (who has since been declared a defaulter) in accordance with the Rules, Bye-laws and Business Rules of the Exchange.
- (d) the trade in the Commodity Futures Contract/s have already been settled by the Exchange but the obligation in respect of the said Contracts has not been completed by the defaulter member to the concerned investor/Client, and
- (e) the claim fulfills such other requirements as the Exchange may specify from time to time.

11. Ineligible claims for compensation:

The Board of Directors of the Exchange or Defaulters' Committee /Disciplinary Action Committee /Disciplinary Action Committee /Disciplinary Action Committee of the Exchange or Trustees of the Trust shall not be obliged to consider the claims if such claims are arising out of or are in respect of:

- (a) a contract in commodities, dealings in which are not permitted or which are not subject to and in accordance with Bye-laws, Rules and Regulations/Business Rules of the Exchange or in which the claimant has either not paid himself or colluded with the defaulter member in evasion of margin (including initial, VAR, tender period margin, delivery period margin, Special / Additional margins, etc., as applicable from time to time) payable on transactions or contracts in any commodity; or
- (b) any outstanding balance or any outstanding difference in previous transactions which has not been claimed at the proper time and in the manner prescribed in Bye-laws, Rules and Regulations/Business Rules of the Exchange and/or which arises from arrangement for settlement of claims in lieu of bona fide money payment in full or part on the day when such claims become due; or
- (c) a loan with or without security; or
- (d) a portfolio management services; or
- (e) collusive or sham transactions.

12. Procedure to be specified:

The Exchange/ Trustees shall be entitled to specify the procedures, subject to the guidelines/ directions issued by the FMC from time to time, for carrying out the provisions of this Chapter and shall also be entitled to issue clarifications and directions for removing any difficulties in implementing the provisions of this Chapter.

13. Scrutiny of the Claims by Defaulters' Committee /Disciplinary Action Committee:

The Exchange shall process the claims in accordance with the procedure as may be laid down by the Defaulters Committee /Disciplinary Action Committee and the Defaulters' Committee /Disciplinary Action Committee scrutinize the claims and if the claim of a claimant is not supported with arbitration award passed in accordance with the Rules, Bye-laws and Business Rules of the Exchange, every such claim received by the Defaulters' Committee /Disciplinary Action Committee shall in the first instance be referred to arbitration in accordance with the Rules, Bye-laws and Regulations relating to

arbitration for determining the claim. In the event of the award being passed in favour of the Client and upon crystallizing the liabilities and if the assets of the defaulter member are insufficient to meet the approved claims, the Defaulters' Committee /Disciplinary Action Committee shall forward the claims along with the recommendations to the Trust. If any eligible claim arises within three years from the date of expiry of the specified period (ninety days), such claims will be processed by Defaulters' Committee /Disciplinary Action Committee at the discretion of the Trustees.

14.Determination of the nature of claims and payment :

The Trustees shall have an absolute discretion as regards the mode and method of assessing the nature of the claims including their genuineness and shall likewise at their discretion accept, reject, or partially grant or allow claims and make payment thereof subject to the limits therein mentioned, as they may deem fit and proper. The Trustees shall admit only such of the claims which are admitted by the Defaulters' Committee /Disciplinary Action Committee or the Investors' Grievance Division/ Committee /Disciplinary Action Committee of the Exchange, and which could not be met from the assets of the defaulter member. If the Trustees are not satisfied that the claim is bona fide they shall reject the claim and inform the investor/Client accordingly along with the reasons. The Trustees may adopt the arbitration mechanism at the Exchange for determining the legitimacy of the claims received from the claimants. The Trustees may also seek the advice of the Defaulters' Committee /Disciplinary Action Committee before sanctioning and releasing the payments to be made to the claimants.

15.Decision of the Trustees shall be Final:

The decision of the Trustees regarding settlement or other wise of the claims shall be final and binding on the claimant. Claimant shall sign an undertaking to be bound by the decisions of the Trustees.

16.Appeal:

If any claim not entertained by the Defaulters' Committee /Disciplinary Action Committee or is rejected by the Trustees, the claimant may prefer an appeal before the Board of Directors of the Exchange or any Sub-Committee of the Board of Directors of the Exchange, constituted in this behalf, with all papers and pleadings along with the Arbitration proceedings.

The Board of Directors of the Exchange or such Sub-Committee of the Board of Directors of the Exchange, shall not be obliged to accept or direct payment of a claim merely because an arbitration award has been passed in favour of the investor/client or because the arbitration award has been passed with the consent of the member or because the member did not oppose the investor / client's claim.

The Board of Directors of the Exchange or such Sub-Committee of the Board of Directors of the Exchange, shall be entitled to call upon the investor/client to produce such other information and documents as it may consider necessary for scrutinizing the investor / clients' claim and may reject the claim if the investor/ client fails to produce such information and documents.

17.Charge on Defaulter's Assets:

Upon payment of any money out of the fund, the concerned defaulter member shall forthwith repay the money to the Fund along with interest at the rate of 2% per month (or

such other rate as the Board of Directors of the Exchange may determine), from time to time. The Exchange, for the benefit of the Fund, shall have a first charge (subject only to and subservient to the charge in favour of the Settlement Guarantee Fund under these Rules, Bye-laws and Regulations/Business Rules of the Exchange) on all assets and properties of the defaulter member wherever situated and of whatsoever nature as a security for the repayment of such money and the payment of interest thereon at the rate of 2% per month (or such other rate as the Board of Directors of the Exchange may determine), from time to time, subject only to any and all charges, mortgages and other encumbrances created thereon by the defaulter member *bona fide* for valuable consideration prior to the day the member is declared as a defaulter.

18.Proceedings by the Board of Directors of the Exchange:

For the purpose of recovering any amount payable by the defaulter member to the Fund, the Board of Directors of the Exchange and/or the Managing Director / Chief Executive Officer shall be entitled to take such steps and proceedings (including but not limited to sale of any property of the defaulter or a portion thereof) as it/he may think fit against the defaulter member, the defaulter member's property and any person by whom any amount is payable to the defaulter member

19.Claim Not To Affect Legal Proceedings:

The rejection or partial acceptance of any claim by the Trustees or the Board of Directors of the Exchange as the case may be, or the grant of any compensation to a client claimant shall not preclude or debar such client to pursue his investor / claim for dues against the defaulter member in any court of law or otherwise howsoever or other legal action on other grounds of causes of action of whatsoever nature subject to, howsoever, that the net claim of any such investor /client against defaulter member shall stand reduced to the extent of the compensation received by him from the Fund.

20.Investment of Fund:

The Trustee shall operate the Fund and its investments in such manner as deemed fit by the Trustees in accordance with the Trust Rules and as permissible under law for the time being in force instead of "or in the names and under the control of any two of the Trustees with power to operate the Bank accounts and to sells, transfer, vary and transpose such investments."

21.Utilization of the Interest by the Board of Directors of the Exchange:

The Board of Directors of the Exchange may utilize only the interest earned on the Fund, subject to approval of the Trust, for investors' education, awareness or such other programme authorized by the FMC. The corpus of the Fund will not be utilized for this purpose.

22.Repayment by Payee Disentitled to Receive:

If any claim amount has been paid from the Fund and it is subsequently found that the payee was for any reason not entitled to receive such claim amount then the payee shall forthwith repay the same to the Fund together with interest thereon at the rate of 2% per month (or such other rate as the Exchange may specify) from time to time, for the period commencing on the date on which the payment was received by the payee and ending on the date on which such amount is repaid by the payee.

23. Cost /Expenses of the Administration of the Fund:

All the expenses incurred by the Trustees in connection with the creation, administration and management of the Fund including ;

- a. the sitting fees, conveyance and other expenses, etc., of the Trustees
- b. remuneration/wages of the employees of the Trust,
- c. fees of auditors, Chartered Accountants, Legal Advisors, Lawyers
- d. all rates, taxes, Cess, assessments, dues and duties, if any payable in respect of any Trust Property, income , collection, investment, contributions, and services,
- e. premium for the insurance of the building or any other insurable property movable or immovable for the time being forming part of the Trust Property.
- f. Cost and expenses incurred for
 - i. inviting claim for compensation from the investors
 - ii. settlement of claims, advertisements, training, preparation and distribution of books and periodicals on commodity derivative market
- g. all other costs, charges and expenses incidental to the management and administration of the Trust Property in accordance with the object and purposes hereof which may be incidental thereto,

shall be paid out of the Fund.

24. Loss to Fund Investments:

Any loss or diminution in value of the investments of the Fund from whatever cause arising, not being, due to the willful default or fraud of any member(s) of the Exchange, or of any sub-Committee or any Trustee(s), shall be borne by the Fund and the members of the Exchange or of the sub-Committee or the Trustee(s) shall incur no responsibility or liability by reason of or on account thereof. In case of any such loss or diminution by reason of willful default or fraud by any member of the Exchange or of any sub-Committee or any Trustee(s), the persons committing the willful default or fraud shall be personally liable for the loss or diminution and other persons who are not parties to the willful default or fraud shall not be liable for the loss or diminution.

25. Secretariat:

The Exchange shall provide the secretariat for the Fund/ Trust.

26. Indemnity:

The Fund shall bear all costs, charges and expenses for all suits, actions, proceedings and claims filed or made against the Trustees except those arising out of their willful default or fraud.

27. Correspondence:

The Exchange and or the Trustees of the Trust shall not be obliged to recognize or act upon any communication unless it is in writing, discloses the identity and address of the person addressing the communication and is signed and submitted in original by the person addressing the communication.

28. Liability of the Fund:

The liability of the Fund shall not exceed the funds available with the Trust and in respect of any unpaid claims, on account of insufficiency of funds, the Exchange / Trust/ Trustee shall not be liable and the investor/ client may proceed against the member declared as Defaulter for the same.

29.Unutilised Fund in case of Winding Up:

In case the Exchange is wound-up, then the balance in the Fund lying un-utilized with the Trust, shall be transferred to FMC. In such an event, the funds will be maintained in a separate account and FMC would act as trustee of the funds. The funds shall be utilized for purposes of investor/client education, awareness, research or such other programme as may be decided by the FMC, from time to time.

30.Discretionary Nature of Fund:

The Fund shall be discretionary fund and the Trust/ Trustees or the Exchange shall be under no legal obligation to collect the debt of a defaulter member and / or to make payments from the Fund as mentioned in this Chapter.

31.Bar on Assignment:

The contribution of a member shall not be a debt due from the Fund and no member shall be entitled to transfer or assign in any manner his contribution to the Fund.

32.Claim on the direction of any other authority on the Fund:

Claim on the direction of any other authority on the Fund may be routed through FMC.

33.Liability of Member Unaffected by Cessation or Suspension of Membership:

Any unsatisfied obligation of a member to the Fund shall not be discharged or otherwise prejudicially affected by the suspension or cessation of his membership.

34.Action for Failure to Pay to Fund:

The Board of Directors of the Exchange, may take such action, as it thinks fit and proper, against a member who fails to pay any amount to the Fund including action by suspending, fining, declaring him as a defaulter, canceling its/his registration as a member or expulsion from the membership of the Exchange.

35.Powers of the Trust to recall any amount:

(1) Notwithstanding anything stated elsewhere in the Rules, Bye-laws and Business Rules of the Exchange, if the Trust has reason to believe that any transaction -

- (a) is fraudulent; or
- (b) is disallowed under any Rules, Bye-law and Business Rules of the Exchange relating to the default of a member; or
- (c) is connected with payment or repayment of a deposit or loan or has been paid erroneously then the Trust shall be entitled to recover such amount.

(2) The Trust shall afford an opportunity to the concerned person(s) to be heard by giving him/them not less than seven days written notice before finally determining to recall any amount.

(3) For the purpose of determining whether or not to recall any amount, the Trust shall be entitled to consider, inter alia, the surrounding circumstances, the usual course of dealings on the Exchange, the relationship between the defaulter member and the claimant, the quantity and price of the Contract involved in the transaction, other similar trades and such other matters as the Trust thinks relevant.

36.Arbitration:

Any claim, dispute or difference between the Defaulters' Committee /Disciplinary Action Committee / Exchange or the Board of Directors of the Exchange on the one hand and a defaulter member on the other hand in connection with any amount payable or alleged by the Defaulters' Committee /Disciplinary Action Committee / Exchange or the Board of Directors of the Exchange as being payable by the defaulter to the Fund shall be referred to the Arbitration of the Managing Director /Chief Executive Officer of the Exchange or to the Arbitration of such person from the panel of Arbitrators of the Exchange, as the Managing Director /Chief Executive Officer of the Exchange may nominate in this behalf."

Sd/- ILLEGIBLE

Place : New Delhi

Date : 29th January 2013

Chief Executive Officer
Indian Commodity Exchange Limited, Mumbai

JAS INFRASTRUCTURE AND POWER LTD.

Banka (Bihar) Pin-813104

JAS Infrastructure and Power Limited having its registered office at Insignia Tower, EN-I, 3rd Floor, Sector- V, Salt lake City, Kolkata - 700 091 intends to apply to the Government of India to confer upon him all the powers under Section 164 of the Electricity Act, 2003 for the placing of electric lines or electrical plant for the transmission of electricity or for the purpose of telephonic or telegraphic communications necessary for the proper coordination of works which telegraph authority possess under the Indian Telegraph Act, 1885 with respect to the placing of telegraph lines and posts for the purpose of a telegraph established or maintained, by the Government or to be so established or maintained and will undertake the survey, construction, installation, inspection, erection and other works to be followed by commissioning, operation, maintenance and other works for the following transmission schemes.

Name of the transmission scheme : 400 KV D/CDS Transmission Line from JIPL Bandhwa Kurwa Plant to PGCIL Khaarahra, Banka 400/132KV Sub-Station

Works covered under the scheme :

- I. JIPL STPP-Banka 400 kv D/C Line (29 km) with Tripal Snow Bird Conductor.
- II. 2 no. of 400 kv Line Bays each at Banka (PG) and JIPL STPP.

The transmission lines covered under the scheme will pass through, over, around, and between the following Villages, Towns and Cities:

S.N.	Name of Village	Tehsil	District	S.N.	Name of Village	Tehsil	District	S.N.	Name of Village	Tehsil	District
1.	Kharahara	Barahat	Banka	14.	Kurawa	Banka	Banka	27.	Hathla	Bounsi	Banka
2.	Masudanpur	Barahat	Banka	15.	Tetrigarhiya	Banka	Banka	28.	Harvanga	Bounsi	Banka
3.	Mirjapur	Barahat	Banka	16.	Jala	Banka	Banka	29.	Dihopar	Bounsi	Banka
4.	Kadrapathar	Banka	Banka	17.	Kajhiya	Banka	Banka	30.	Kaniket	Bounsi	Banka
5.	Barhona	Banka	Banka	18.	Supaha	Barahat	Banka	31.	Bari Khorimah	Bounsi	Banka
6.	Kushmaha	Banka	Banka	19.	Deshda	Banka	Banka	32.	Choti Khorimoh	Bounsi	Banka
7.	Krishnadih	Banka	Banka	20.	Balarpur	Barahat	Banka	33.	Amatari	Bounsi	Banka
8.	Chhotidharka	Banka	Banka	21.	Balarpur	Banka	Banka	34.	Rojhabaran	Bounsi	Banka
9.	Badidhaka	Banka	Banka	22.	Sahama	Barahat	Banka	35.	Kachansha	Bounsi	Banka
10.	Teliya	Banka	Banka	23.	Gordhauwa	Barahat	Banka	36.	Karmatar	Bounsi	Banka
11.	Amba	Banka	Banka	24.	Baghangama	Barahat	Banka	37.	Harniabad	Bounsi	Banka
12.	Paliyar	Barahat	Banka	25.	Jabara	Bounsi	Banka	38.	Gidhasimar	Bounsi	Banka
13.	Singhalo	Banka	Banka	26.	Jhama	Bounsi	Banka				

Copy of the route alignment is available in the office of the undersigned. Notice is hereby given to the general public to make observation/representation on the proposed transmission system within two months from the date of publication of this notice to the office of the undersigned in writing.

For further particulars and clarifications please Contact : The Chief Construction Manager
JAS Infrastructure and Power Limited, Dam Road, Village: Bandhwa Kurawa,
P.O.: Siriya, P.S.: Bounsi, Dist.: Banka (Bihar) PIN: 813 104, Phone No.: 06424-255040, FAX No.: 06424-255044

For JAS Infrastructure and Power Limited
Chief Construction Manager

प्रबन्धक, भारत सरकार मुद्रणालय, फरीदाबाद द्वारा मुद्रित
एवं प्रकाशन नियंत्रक, दिल्ली द्वारा प्रकाशित, 2013
PRINTED BY THE MANAGER, GOVERNMENT OF INDIA PRESS, FARIDABAD AND
PUBLISHED BY THE CONTROLLER OF PUBLICATIONS, DELHI, 2013